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OCT 1 9 2006

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

WRS, INC., d/b/a WRS MOTION PICTURE LABORATORIES, a corporation, Plaintiff, vs. PLAZA ENTERTAINMENT, INC., a corporation, ERIC PARKINSON, an individual, CHARLES von BERNUTH, an individual and JOHN HERKLOTZ, an individual, Defendants.	CIVIL ACTION No. 00-2041

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OCT 16 2006

BURNS, WHITE & HICKTON

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF ALLEGHENY)

Before me, the undersigned authority, notary public, and before the aforesaid county and state, personally appeared Jack Napor, who being duly sworn according to law deposes and says:

1. That he is over the age of 18 years and competent to take an Affidavit.

2. That he is the president of WRS, Inc. d/b/a WRS Motion Picture and Video Laboratories (hereinafter "WRS"), Plaintiff in the above captioned case.

3. That in his capacity as president he has personal knowledge of the manner that records were and are kept in the ordinary and usual course of business of WRS; and,

4. That has examined the records kept by WRS with respect to the account of Plaza Entertainment, Inc. and from that examination and from his familiarity with the records gained in his capacity as president he has personal knowledge that the matters

EXHIBIT 15

contained in those records were placed in the records at or near the time that the recorded event occurred; and,

5. That he has examined the records of WRS specifically with respect to the amount owed to WRS by Plaza Entertainment, Inc., and guaranteed by John C. Herklotz, Eric Parkinson and Charles von Bernuth, and concluded from his examination of the records and from his personal knowledge of the transactions between WRS and Plaza Entertainment, Inc. that the records kept by WRS account for all sales made by WRS to Plaza and for the payments that WRS received either from Plaza Entertainment, Inc. or from payments made to WRS by customers of Plaza Entertainment, Inc.

6. That he has attached to this Affidavit as Exhibit " 1" a copy of the "Transaction by Customer Inquiry Report, Receivables Management" for Plaza Entertainment, Inc. dated September 13, 2005 that was printed from the WRS, Inc computer on that date and shows the transactions on the account through August 3, 2001 and established the amount then due an owing as the sum of $1, 324, 841.61.

7. That he has examined the information supplied to WRS by National Bank of Canada, for the period when National Bank of Canada was collecting WRS receivables, as its collateral for an obligation owed by WRS prior to and during the WRS Chapter 11, and confirmed that there is no record of the National Bank of Canada receiving any payment from a Plaza Entertainment, Inc. or its customers that is not accounted for in the records of WRS.

8. That based upon his examination of these records, he states from his personal knowledge that no payments were received on the Plaza Entertainment account

after August 3, 2001 and that as of August 3, 2001 the amount owed to WRS by Plaza Entertainment, Inc. was the sum of $1,324,841.61.

9. That he has attached to this Affidavit as Exhibit "4" a copy of the Aged Trial Balance with Options, Receivables Management Report, dated February 19, 2001 that shows the balance of the account of Plaza Entertainment, Inc. as of December 31, 2000 in the sum of $1, 270,683.34, which amount has been verified by Schneider Downes, Inc.

10. That he has reviewed the report identified as Exhibit "1" and compared it with Exhibit " 2" and determined that from December 31, 2001 and August 3, 2001, the sum of $61,317.76 was added to the account consisting of $5,688.65 in sales and $55,629.11 in finance charges for a total increase of $61,317.76.

11. That he has reviewed the reports identified as Exhibit "1"and Exhibit "2" and has determined that during the period from December 31, 2000 and September 1, 2001, WRS received and applied to the account, payments and credits of $7,159.49 resulting in a net increase from December 31, 2000 in the sum of $54,158.27 which in addition increased the amount owed by Plaza Entertainment, Inc. from the sum of $1,270,683.34 as of December 31, 2000 and verified by Schneider Downes, Inc. to the sum of $1,324,841.61 as of August 3, 2001 the sum as reflected on Exhibit "2".

12. That, each invoice sent by WRS to Plaza Entertainment, Inc. contained the following legend as shown on the example invoice of August 1, 2001 and attached to this Affidavit as Exhibit "3":

TERMS

Payment is due 30 days from date of invoice. Past due invoices are subject to a 1 ½% per month interest charge, which is an annual percentage rate of 18%.

13. That to calculate the interest that has accrued on the account from August 1, 2001 until October13, 2006, he determined that as of December 31, 2000 included finance charges in the total sum of $228,288.50 to which the sum of $80.00 was deducted for a net finance charge due in the sum of $228,205.50 and deducted the finance charges from the total owed and verified by Schneider Downes, Inc in the sum of $1,270,683.34 and obtained a remainder of $ 1,042,477.84. He then multiplied that amount by the rate of 1.5% per month and obtained a monthly accrual of $15,637.17. He then determined that from August of 2001 to October 13, 2006, 63.42 months intervened. He then multiplied the monthly accrual of $15,637.17 by 63.42 resulting in accrued interest of $991,709.17 as of October 13, 2006.

14. That under the Terms & Conditions governing the Plaza Entertainment, Inc. Account, (Exhibit "4"attached hereto), Plaza Entertainment, Inc agreed to pay a storage charge for film elements left with WRS. WRS charged Plaza Entertainment, Inc storage charges of $10.00 per month for each pallet of materials stored. As of August 1, 2001, Plaza Entertainment, Inc. stored 65 pallets of materials at WRS for a monthly storage charge of $650.00 as reflected on the invoice dated August 1, 2001 and attached as Exhibit "6". WRS lost control of its facility on May 31, 2006 and he has calculated the storage charges and interest thereon as follows: 59 months times $650 for total of $38,350.00, plus interest of 1.5% as provided on Exhibit "3", in the sum of $12,080.25 as of May 31, 2006.

15. That pursuant to the Services Agreement between WRS and Plaza Entertainment, Inc., attached as Exhibit "5", WRS rendered service for a period of 16 months from November of 1998 through December of 2000 as verified by the report of Schneider Downes, Inc. for a period of 25 months and was entitled to receive a minimum payment of $5,000.00 per month for a total of $125,000.00.

16. That based upon his personal knowledge and personal knowledge obtained by his examination of the business records of WRS as explained in this Affidavit, that the following amount is owed to WRS by Plaza Entertainment, Inc. and guaranteed by John C. Herklotz, Eric Parkinson and Charles von Bernuth as follows:

Amount due as of December 31, 2000 Shown on Exhibit "2"and verified by Schneider Downes, Inc.			1,270,683.34
Amount of additions from 12/31/2000 to August 3, 2001		$61317.76	
Less payments received from 12/31/2000 as shown Exhibit "1" ($6262.00)			
Other Credits	(897.49)		
	($7159.49)	($7159.49)	
Net additions from 12/31/2000 receivable		$54,158.27	$54,158.27
Total as if August 3, 2001			$1,324,841.61
Total as December 31, 2001	$1,270,683.34		
Net Finance charges included	$228,205.50		
Net amount exclusive of Finance Charges	$1,042,477.84		
1.5% per month on unpaid invoice portion	x 1 1/5%		
July 2001Account Receivable	$15,637.17		
2001to October 13, 2006	x63.42		
Accrued finance charges			
	$991,709.17		$991709.17
Total owed on account as of October 13, 2006			$2,316,550.78
Total Storage Charges			$38,350.00

Total interest on Storage Charges	$12,080.25
Total due on Services Agreement	$125,000.00
Grand Total exclusive of fees an costs	$2,491,981.03

17. That Commencing in the year 2000, WRS retained Thomas E. Reilly PC to pursue the debt of Plaza Entertainment, Inc. under an arrangement pursuant to which Thomas E. Reilly, P.C. would charge the hourly rate of $175.00 for Thomas E. Reilly and certain lesser amounts for other attorneys. Following its Chapter 11 filing, and with authorization of the Bankruptcy Court, WRS again retained Thomas E. Reilly, P.C. with charges to be calculated at the hourly rate of $200.00 for time spent with payment of the fees and a 10% premium to be made upon recovery of money from the Defendants and is advised based upon a separate Affidavit filed by Thomas E. Reilly that the total attorneys fees accrued, exclusive of costs is the sum of $89,827.54.

18. That the total owed with the addition of the attorneys fees is the sum of $2,581,808.57, plus the daily accrual on $1,042,477.84 at 1.5% per month of $521.24 for a monthly of $15,637.17 from October 16, 2006, and additional attorneys fees for any collection and enforcement required.

Jack Napor

Sworn to and subscribed
before me this 13th day
of October, 2006.

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jamie N. Miller, Notary Public
Scott Twp., Allegheny County
My Commission Expires Jan. 25, 2008
Member, Pennsylvania Association of Notaries

System:
User Date:

TRANSACTION BY CUSTOMER INQUIRY REPORT
Receivables Management

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EXHIBIT
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Ranges:
Document Number — From: First — To: Last
Document Date — From: First — To: Last

Sorted By: Document Number

Include: Work, Open, History

* Voided

Origin	Type	Document Number	Check Number	Due Date	Audit Trail Code	Batch ID	Currency ID
Doc Date	Description			Discount Amount	Writeoff Amount	Document Amount	Amount Remaining
Open	SLS	10234		08/29/2000	RMSLS00000500	DOVENET	
06/30/2000	7835 June			$0.00	$0.00	$789.61	$789.61
Open	SLS	11299		09/29/2000	RMSLS00000596	DOVENET	
07/31/2000	8848 July			$0.00	$0.00	$778.69	$778.69
Open	SLS	12593		10/30/2000	RMSLS00000704	DOVENET	
08/31/2000	10025 August			$0.00	$0.00	$1,209.78	$1,209.78
Open	SLS	13520		11/28/2000	RMSLS00000816	DOVENET	
09/29/2000	11007 September			$0.00	$0.00	$1,114.07	$1,114.07
Open	SLS	14369		12/30/2000	RMSLS00000934	DOVENET	
10/31/2000	11813 October			$0.00	$0.00	$927.66	$927.66
Open	SLS	15188		01/29/2001	RMSLS00001006	DOVENET	
11/30/2000	12604 Nov			$0.00	$0.00	$787.54	$787.54
Open	SLS	15983		02/28/2001	RMSLS00001071	DOVENET	
12/30/2000	13478 Dec			$0.00	$0.00	$874.98	$874.98
Open	SLS	17345		04/01/2001	RMSLS00001238	DOVENET	
01/31/2001	14531 Jan			$0.00	$0.00	$823.81	$823.81
History	SLS	175711		05/15/1998	RMSLS00000101	MCBA	
05/15/1998	PO# SEE BELOW OUR			$0.00	$19.95	$66,031.68	$0.00
History	SLS	175757		05/15/1998	RMSLS00000101	MCBA	
05/15/1998	PO# N CORNMAN OUR			$0.00	$0.00	$656.68	$0.00
History	SLS	175869		05/15/1998	RMSLS00000101	MCBA	
05/15/1998	PO# N CORNMAN OUR			$0.00	$0.00	$27.75	$0.00
History	SLS	175870		05/15/1998	RMSLS00000101	MCBA	
05/15/1998	PO# N CORNMAN OUR			$0.00	$0.00	$27.75	$0.00
Open	SLS	175871		05/15/1998	RMSLS00000101	MCBA	
05/15/1998	PO# OUR			$0.00	$0.00	$44.00	$29.82
Open	SLS	175872		05/15/1998	RMSLS00000101	MCBA	
05/15/1998	PO# N CORNMAN OUR			$0.00	$0.00	$22.00	$22.00
Open	SLS	175873		05/15/1998	RMSLS00000101	MCBA	
05/15/1998	PO# SEE BELOW OUR			$0.00	$0.00	$3,466.76	$3,466.76
Open	SLS	175874		05/15/1998	RMSLS00000101	MCBA	
05/15/1998	PO# SEE BELOW OUR			$0.00	$0.00	$3,477.70	$3,477.70
Open	SLS	175875		05/15/1998	RMSLS00000101	MCBA	
05/15/1998	PO# SEE BELOW OUR			$0.00	$0.00	$11,469.37	$11,469.37
Open	SLS	175876		05/15/1998	RMSLS00000101	MCBA	
05/15/1998	PO# SEE BELOW OUR			$0.00	$0.00	$316.48	$316.48
Open	SLS	175877		05/15/1998	RMSLS00000101	MCBA	
05/15/1998	PO# SEE BELOW OUR			$0.00	$0.00	$587.02	$587.02
Open	SLS	175878		05/15/1998	RMSLS00000101	MCBA	
05/15/1998	PO# SEE BELOW OUR			$0.00	$0.00	$1,251.36	$1,251.36
Open	SLS	175879		05/15/1998	RMSLS00000101	MCBA	
05/15/1998	PO# SEE BELOW OUR			$0.00	$0.00	$2,069.80	$2,069.80
Open	SLS	175882		05/15/1998	RMSLS00000101	MCBA	
05/15/1998	PO# SEE BELOW OUR			$0.00	$0.00	$4,392.00	$4,392.00
Open	SLS	175883		05/15/1998	RMSLS00000101	MCBA	
05/15/1998	PO# SEE BELOW OUR			$0.00	$0.00	$15,367.42	$15,367.42
Open	SLS	175884		05/15/1998	RMSLS00000101	MCBA	
05/15/1998	PO# SEE BELOW OUR			$0.00	$0.00	$426.80	$426.80
Open	SLS	176030		05/18/1998	RMSLS00000101	MCBA	
05/18/1998	PO# SEE BELOW OUR			$0.00	$0.00	$3,437.33	$3,437.33

Receivables Management

* Voided

Origin	Type	Document Number	Check Number	Due Date	Audit Trail Code	Batch ID	Currency ID	Doc Date	Description	Discount Amount	Writeoff Amount	Document Amount	Amount Remaining
Open	SLS	176031		05/18/1998	RMSLS00000101	MCBA		05/18/1998	PO# SEE BELOW OUR	$0.00	$0.00	$3.543.60	$3.543.60
Open	SLS	176032		05/18/1998	RMSLS00000101	MCBA		05/18/1998	PO# SEE EBLOW OUR	$0.00	$0.00	$2.684.29	$2.684.29
Open	SLS	176645		05/27/1998	RMSLS00000101	MCBA		05/27/1998	PO# N KORNMAN OUR	$0.00	$0.00	$27.25	$27.25
Open	SLS	176668		05/27/1998	RMSLS00000101	MCBA		05/27/1998	PO# SEE BELOW OUR	$0.00	$0.00	$46.097.91	$46.097.91
Open	SLS	176813		05/29/1998	RMSLS00000101	MCBA		05/29/1998	PO# SEE BELOW OUR	$0.00	$0.00	$32.128.56	$32.128.56
Open	SLS	177023		05/29/1998	RMSLS00000101	MCBA		05/29/1998	PO# SEE BELOW OUR	$0.00	$0.00	$15.150.77	$15.150.77
Open	SLS	177025		05/29/1998	RMSLS00000101	MCBA		05/29/1998	PO# SEE BELOW OUR	$0.00	$0.00	$7.584.77	$7.584.77
Open	SLS	177026		05/29/1998	RMSLS00000101	MCBA		05/29/1998	PO# SEE BELOW OUR	$0.00	$0.00	$5.673.77	$5.673.77
Open	SLS	177027		05/29/1998	RMSLS00000101	MCBA		05/29/1998	PO# SEE BELOW OUR	$0.00	$0.00	$18.924.77	$18.924.77
Open	SLS	177037		05/29/1998	RMSLS00000101	MCBA		05/29/1998	PO# 51498-1 OUR	$0.00	$0.00	$5.757.26	$5.757.26
Open	SLS	177041		05/29/1998	RMSLS00000101	MCBA		05/29/1998	PO# SEE BELOW OUR	$0.00	$0.00	$129.207.05	$129.207.05
Open	SLS	177042		05/29/1998	RMSLS00000101	MCBA		05/29/1998	PO# SEE BELOW OUR	$0.00	$0.00	$4.086.84	$4.086.84
Open	SLS	177168		05/29/1998	RMSLS00000101	MCBA		05/29/1998	PO# SEE BELOW OUR	$0.00	$0.00	$5.825.13	$5.825.13
Open	SLS	177186		05/29/1998	RMSLS00000101	MCBA		05/29/1998	PO# 51498-1 OUR	$0.00	$0.00	$130.21	$130.21
Open	SLS	177373		06/10/1998	RMSLS00000101	MCBA		06/10/1998	PO# P QUINN OUR	$0.00	$0.00	$174.50	$174.50
Open	SLS	177708		06/16/1998	RMSLS00000101	MCBA		06/16/1998	PO# 51498-1 OUR	$0.00	$0.00	$634.65	$634.65
Open	SLS	177710		06/16/1998	RMSLS00000101	MCBA		06/16/1998	PO# SEE BELOW OUR	$0.00	$0.00	$6.019.52	$6.019.52
Open	SLS	178096		06/24/1998	RMSLS00000101	MCBA		06/24/1998	PO# N CORNMAN OUR	$0.00	$0.00	$2.747.50	$2.747.50
Open	SLS	178742		06/26/1998	RMSLS00000101	MCBA		06/26/1998	PO# SEE BELOW OUR	$0.00	$0.00	$1.653.12	$1.653.12
Open	SLS	179030		06/26/1998	RMSLS00000101	MCBA		06/26/1998	PO# SEE BELOW OUR	$0.00	$0.00	$1.350.00	$1.350.00
Open	SLS	180945		07/24/1998	RMSLS00000101	MCBA		07/24/1998	PO# 71498-1 OUR	$0.00	$0.00	$13.352.56	$13.352.56
Open	SLS	181146		08/12/1998	RMSLS00000101	MCBA		08/12/1998	PO# N.CORNMAN OUR	$0.00	$0.00	$443.75	$443.75
Open	SLS	181386		08/14/1998	RMSLS00000101	MCBA		08/14/1998	PO# SEE BELOW OUR	$0.00	$0.00	$776.80	$776.80
Open	SLS	18178		03/31/2001	RMSLS00001312	DOVFNET		02/28/2001	15271 Feb	$0.00	$0.00	$885.59	$885.59
Open	SLS	183063		08/31/1998	RMSLS00000101	MCBA		08/31/1998	PO# NOAH OUR	$0.00	$0.00	$2.736.76	$2.736.76
Open	SLS	183064		08/31/1998	RMSLS00000101	MCBA		08/31/1998	PO# PL71498-1 OUR	$0.00	$0.00	$76.007.69	$76.007.69
Open	SLS	183065		08/31/1998	RMSLS00000101	MCBA		08/31/1998	PO# PL71498-1 OUR	$0.00	$0.00	$6.758.66	$6.758.66

TRANSACTION BY CUSTOMER INQUIRY REPORT
Receivables Management

* Voided

Origin	Type	Document Number	Check Number	Doc Date	Description	Due Date	Discount Amount	Audit Trail Code	Writeoff Amount	Batch ID	Currency ID	Document Amount	Amount Remaining
Open	SLS	183066		08/31/1998	PO# NOAH OUR	08/31/1998	$0.00	RMSLS00000101	$0.00	MCBA		$1,061.65	$1,061.65
Open	SLS	183189		08/31/1998	PO# PL80598-1 OUR	08/31/1998	$0.00	RMSLS00000101	$0.00	MCBA		$16,101.58	$16,101.58
Open	SLS	184458		09/30/1998	PO# OUR	09/30/1998	$0.00	RMSLS00000101	$0.00	MCBA		$19.94	$19.94
Open	SLS	184701		09/30/1998	PO# N CORNMAN OUR	09/30/1998	$0.00	RMSLS00000101	$0.00	MCBA		$77.80	$77.80
Open	SLS	184720		09/30/1998	PO# NOAH CORNM OUR	09/30/1998	$0.00	RMSLS00000101	$0.00	MCBA		$101.31	$101.31
Open	SLS	184724		09/30/1998	PO# PL92198-1 OUR	09/30/1998	$0.00	RMSLS00000101	$0.00	MCBA		$10,433.16	$10,433.16
Open	SLS	185231		09/30/1998	PO# PARKINSON OUR	09/30/1998	$0.00	RMSLS00000101	$0.00	MCBA		$6,492.53	$6,492.53
Open	SLS	185232		09/30/1998	PO# PARKINSON OUR	09/30/1998	$0.00	RMSLS00000101	$0.00	MCBA		$14,854.19	$14,854.19
Open	SLS	185421		10/14/1998	PO# NOAH CORNM OUR	10/14/1998	$0.00	RMSLS00000101	$0.00	MCBA		$13,870.49	$13,870.49
Open	SLS	185437		10/14/1998	PO# N.CORNMAN OUR	10/14/1998	$0.00	RMSLS00000101	$0.00	MCBA		$217.25	$217.25
Open	SLS	186401		10/27/1998	PO# NC10798-1 OUR	10/27/1998	$0.00	RMSLS00000101	$0.00	MCBA		$2,199.92	$2,199.92
Open	SLS	186451		10/27/1998	PO# NC101998-1 OUR	10/27/1998	$0.00	RMSLS00000101	$0.00	MCBA		$3,978.00	$3,978.00
Open	SLS	186776		10/29/1998	PO# NOAH OUR	10/29/1998	$0.00	RMSLS00000101	$0.00	MCBA		$7.08	$7.08
Open	SLS	186777		10/29/1998	PO# NOAH OUR	10/29/1998	$0.00	RMSLS00000101	$0.00	MCBA		$44.25	$44.25
Open	SLS	189001		11/30/1998	PO# NOAH OUR	11/30/1998	$0.00	RMSLS00000101	$0.00	MCBA		$152.25	$152.25
Open	SLS	189135		11/30/1998	PO# N. CORNMAN OUR	11/30/1998	$0.00	RMSLS00000101	$0.00	MCBA		$7,185.00	$7,185.00
Open	SLS	189136		11/30/1998	PO# NC107982 OUR	11/30/1998	$0.00	RMSLS00000101	$0.00	MCBA		$1,650.00	$1,650.00
Open	SLS	189137		11/30/1998	PO# NC100998-1 OUR	11/30/1998	$0.00	RMSLS00000101	$0.00	MCBA		$7,283.82	$7,283.82
Open	SLS	189138		11/30/1998	PO# 10998-1 OUR	11/30/1998	$0.00	RMSLS00000101	$0.00	MCBA		$108,193.57	$108,193.57
Open	SLS	189139		11/30/1998	PO# N.CORNMAN OUR	11/30/1998	$0.00	RMSLS00000101	$0.00	MCBA		$5,699.27	$5,699.27
Open	SLS	189140		11/30/1998	PO# N.CORNMAN OUR	11/30/1998	$0.00	RMSLS00000101	$0.00	MCBA		$500.00	$500.00
Open	SLS	189141		11/30/1998	PO# NC102698-1 OUR	11/30/1998	$0.00	RMSLS00000101	$0.00	MCBA		$1,752.50	$1,752.50
Open	SLS	189144		11/30/1998	PO# NC-11298-2 OUR	11/30/1998	$0.00	RMSLS00000101	$0.00	MCBA		$5,324.40	$5,324.40
Open	SLS	189145		11/30/1998	PO# NC-11298-1 OUR	11/30/1998	$0.00	RMSLS00000101	$0.00	MCBA		$2,600.07	$2,600.07
Open	SLS	189147		11/30/1998	PO# NC11398-1 OUR	11/30/1998	$0.00	RMSLS00000101	$0.00	MCBA		$4,932.56	$4,932.56
Open	SLS	189148		11/30/1998	PO# NOAH OUR	11/30/1998	$0.00	RMSLS00000101	$0.00	MCBA		$1,055.00	$1,055.00
Open	SLS	189152		11/30/1998	PO# NOAH OUR	11/30/1998	$0.00	RMSLS00000101	$0.00	MCBA		$816.48	$810.48

TRANSACTION BY CUSTOMER INQUIRY REPORT
Receivables Management

* Voided

Origin	Doc Date	Type	Document Number	Description	Check Number	Due Date	Discount Amount	Audit Trail Code	Writeoff Amount	Batch ID	Currency ID	Document Amount	Amount Remaining
Open	03/31/2001	SLS	18918	15988 March		05/31/2001	$0.00	RMSLS00001406	$0.00	DOVENET		$772.37	$772.37
Open	12/29/1998	SLS	190224	PO# NOAH OUR		12/29/1998	$0.00	RMSLS00000101	$0.00	MCBA		$440.00	$440.00
Open	12/29/1998	SLS	190233	PO# N.CORNMAN OUR		12/29/1998	$0.00	RMSLS00000101	$0.00	MCBA		$220.00	$220.00
Open	12/31/1998	SLS	190796	PO# N CORNMAN OUR		12/31/1998	$0.00	RMSLS00000101	$0.00	MCBA		$2.306.53	$2.306.53
Open	01/27/1999	SLS	191951	PO# NC107982 OUR		01/27/1999	$0.00	RMSLS00000101	$0.00	MCBA		$21.433.36	$21.433.36
Open	01/27/1999	SLS	191954	PO# NOAH OUR		01/27/1999	$0.00	RMSLS00000101	$0.00	MCBA		$72.00	$72.00
Open	01/27/1999	SLS	191957	PO# N.CORNMAN OUR		01/27/1999	$0.00	RMSLS00000101	$0.00	MCBA		$825.00	$825.00
Open	01/27/1999	SLS	191958	PO# N.CORNMAN OUR		01/27/1999	$0.00	RMSLS00000101	$0.00	MCBA		$850.75	$850.75
Open	01/27/1999	SLS	191965	PO# NC011299-2 OUR		01/27/1999	$0.00	RMSLS00000101	$0.00	MCBA		$2.362.64	$2.362.64
Open	01/29/1999	SLS	192084	PO# NC120298-1 OUR		01/29/1999	$0.00	RMSLS00000101	$0.00	MCBA		$4.676.58	$4.676.58
Open	01/29/1999	SLS	192085	PO# NC-1210981 OUR		01/29/1999	$0.00	RMSLS00000101	$0.00	MCBA		$11.069.58	$11.069.58
Open	01/29/1999	SLS	192120	PO# N.CORNMAN OUR		01/29/1999	$0.00	RMSLS00000101	$0.00	MCBA		$30.06	$30.06
Open	01/29/1999	SLS	192143	PO# OUR		01/29/1999	$0.00	RMSLS00000101	$0.00	MCBA		$1.000.00	$1.000.00
Open	01/29/1999	SLS	192218	PO# N CORNMAN OUR		01/29/1999	$0.00	RMSLS00000101	$0.00	MCBA		$1.418.00	$1.418.00
Open	01/29/1999	SLS	192526	PO# OUR		01/29/1999	$0.00	RMSLS00000101	$0.00	MCBA		$1.055.00	$1.055.00
Open	02/11/1999	SLS	192791	PO# OUR		02/11/1999	$0.00	RMSLS00000101	$0.00	MCBA		$2.271.86	$2.271.86
Open	02/26/1999	SLS	194150	PO# NC-11298-2 OUR		02/26/1999	$0.00	RMSLS00000101	$0.00	MCBA		$1.649.06	$1.649.06
Open	02/26/1999	SLS	194257	PO# OUR		02/26/1999	$0.00	RMSLS00000101	$0.00	MCBA		$1.047.50	$1.047.50
Open	03/31/1999	SLS	196367	PO# OUR		03/31/1999	$0.00	RMSLS00000101	$0.00	MCBA		$1.082.91	$1.082.91
History	05/10/2001	SLS	19823-00	16766 April		06/09/2001	$0.00	RMSLS00001532	$0.00	DOVENET		$877.54	$0.00
Open	05/25/1999	SLS	199214	PO# S ISAACS OUR		05/25/1999	$0.00	RMSLS00000101	$0.00	MCBA		$6.22	$6.22
Open	06/15/1999	SLS	200282	PO# S ISAACS OUR		06/15/1999	$0.00	RMSLS00000101	$0.00	MCBA		$26.25	$26.25
Open	06/15/1999	SLS	200308	PO# OUR		06/15/1999	$0.00	RMSLS00000101	$0.00	MCBA		$2.560.67	$2.560.67
Open	06/30/1999	SLS	201536	PO# OUR		06/30/1999	$0.00	RMSLS00000101	$0.00	MCBA		$13.50	$13.50
Open	07/26/1999	SLS	202532	PO# OUR		07/26/1999	$0.00	RMSLS00000101	$0.00	MCBA		$15.00	$15.00
Open	07/30/1999	SLS	202992	PO# E.PARKINSO OUR		07/30/1999	$0.00	RMSLS00000101	$0.00	MCBA		$301.42	$301.42
Open	08/25/1999	SLS	203835	PO# N CORNMAN OUR		08/25/1999	$0.00	RMSLS00000101	$0.00	MCBA		$1.752.50	$1.752.50

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Origin	Doc Date	Type	Document Number	Description	Check Number	Due Date	Discount Amount	Audit Trail Code	Writeoff Amount	Batch ID	Document Amount	Currency ID	Amount Remaining
Open	08/25/1999	SLS	203837	PO# N.CORNMAN OUR		08/25/1999	$0.00	RMSLS00000101	$0.00	MCBA	$10.241.00		$10.241.00
Open	08/25/1999	SLS	203838	PO# P140799-1 OUR		08/25/1999	$0.00	RMSLS00000101	$0.00	MCBA	$2.344.64		$2.344.64
Open	08/25/1999	SLS	203839	PO# PL 41299-1 OUR		08/25/1999	$0.00	RMSLS00000101	$0.00	MCBA	$5.200.00		$5.200.00
Open	08/25/1999	SLS	203840	PO# PLAZA50399 OUR		08/25/1999	$0.00	RMSLS00000101	$0.00	MCBA	$3.091.86		$3.091.86
Open	08/25/1999	SLS	203841	PO# PL50399-1 OUR		08/25/1999	$0.00	RMSLS00000101	$0.00	MCBA	$29.562.72		$29.562.72
Open	08/25/1999	SLS	203842	PO# PARKINSON OUR		08/25/1999	$0.00	RMSLS00000101	$0.00	MCBA	$1.545.00		$1.545.00
Open	08/25/1999	SLS	203843	PO# PO61599-1 OUR		08/25/1999	$0.00	RMSLS00000101	$0.00	MCBA	$8.295.00		$8.295.00
Open	08/25/1999	SLS	203844	PO# C.BERNERTH OUR		08/25/1999	$0.00	RMSLS00000101	$0.00	MCBA	$611.63		$611.63
Open	08/25/1999	SLS	203846	PO# 70799-1 OUR		08/25/1999	$0.00	RMSLS00000101	$0.00	MCBA	$2.379.78		$2.379.78
Open	08/25/1999	SLS	203851	PO# S.ISAACS OUR		08/25/1999	$0.00	RMSLS00000101	$0.00	MCBA	$799.20		$799.20
Open	08/25/1999	SLS	203855	PO# S.ISAACS OUR		08/25/1999	$0.00	RMSLS00000101	$0.00	MCBA	$250.00		$250.00
Open	08/25/1999	SLS	203859	PO# OUR		08/25/1999	$0.00	RMSLS00000101	$0.00	MCBA	$109.61		$109.61
Open	08/30/1999	SLS	204233	PO# NC-11298-2 OUR		08/30/1999	$0.00	RMSLS00000101	$0.00	MCBA	$8.356.90		$8.356.90
Open	08/30/1999	SLS	204235	PO# NC107982 OUR		08/30/1999	$0.00	RMSLS00000101	$0.00	MCBA	$3.934.32		$3.934.32
Open	08/30/1999	SLS	204236	PO# SEE BELOW OUR		08/30/1999	$0.00	RMSLS00000101	$0.00	MCBA	$5.688.08		$5.688.08
Open	08/31/1999	SLS	204406	PO# OUR		08/31/1999	$0.00	RMSLS00000101	$0.00	MCBA	$5.842.12		$5.842.12
Open	08/31/1999	SLS	204409	PO# OUR		08/31/1999	$0.00	RMSLS00000101	$0.00	MCBA	$18.432.82		$18.432.82
Open	08/31/1999	SLS	204574	PO# NC107982 OUR		08/31/1999	$0.00	RMSLS00000101	$0.00	MCBA	$23.403.12		$23.403.12
Open	08/31/1999	SLS	204683	PO# PL40799-2 OUR		08/31/1999	$0.00	RMSLS00000101	$0.00	MCBA	$105.608.25		$105.608.25
Open	08/31/1999	SLS	204684	PO# 70799-1 OUR		08/31/1999	$0.00	RMSLS00000101	$0.00	MCBA	$22.766.00		$22.766.00
Open	08/31/1999	SLS	204690	PO# ERIC OUR		08/31/1999	$0.00	RMSLS00000101	$0.00	MCBA	$1.224.17		$1.224.17
Open	08/31/1999	SLS	204696	PO# OUR		08/31/1999	$0.00	RMSLS00000101	$0.00	MCBA	$6.008.67		$6.008.67
Open	06/06/2001	SLS	20583-00	17412 Msy		07/06/2001	$0.00	RMSLS00001599	$0.00	DOVENET	$827.39		$827.39
Open	09/30/1999	SLS	206202	PO# OUR		09/30/1999	$0.00	RMSLS00000101	$0.00	MCBA	$1.555.67		$1.555.67
Open	10/31/1999	SLS	207664	PO# OUR		10/31/1999	$0.00	RMSLS00000101	$0.00	MCBA	$2.025.67		$2.025.87
Open	11/29/1999	SLS	208367	PO# OUR		11/29/1999	$0.00	RMSLS00000101	$0.00	MCBA	$31.00		$31.00
Open	07/12/2001	SLS	21384-00	18167 June		08/11/2001	$0.00	RMSLS00001691	$0.00	DOVENET	$796.95		$796.95

TRANSACTION BY CUSTOMER INQUIRY REPORT
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Origin	Type	Document Number	Check Number	Due Date	Audit Trail Code	Batch ID	Currency ID	Doc Date	Description	Discount Amount	Writeoff Amount	Document Amount	Amount Remaining
Open	SLS	22023		09/30/2001	RMSLS00001762	DOVENET		08/10/2001	18756 FULFILLMENT	$0.00	$0.00	$705.00	$705.00
Open	SLS	2915		12/16/1999	RMSLS00000011	DOVENET		12/16/1999	1565 Fulfillment Ser	$0.00	$0.00	$1,038.50	$1,038.50
Open	SLS	4055		12/31/1999	RMSLS00000023	DOVENET		12/31/1999	2247 Fulfillment	$0.00	$0.00	$1,520.44	$1,520.44
Open	SLS	5241		01/31/2000	RMSLS00000047	DOVENET		01/31/2000	3065 fulfillment	$0.00	$0.00	$916.50	$916.50
Open	SLS	6679		02/29/2000	RMSLS00000094	DOVENET		02/29/2000	3947 Fulfillment	$0.00	$0.00	$1,465.91	$1,465.91
Open	SLS	8498		06/26/2000	RMSLS00000198	DOVENET		04/27/2000	5807 Fulfillment	$0.00	$0.00	$1,246.86	$1,246.86
Open	SLS	8641		06/27/2000	RMSLS00000259	DOVENET		04/28/2000	6037 FULFILLMENT	$0.00	$0.00	$880.14	$880.14
Open	SLS	9539		07/30/2000	RMSLS00000407	DOVENET		05/31/2000	7061 May	$0.00	$0.00	$888.65	$888.65
Open	FIN	10068		05/31/1999	RMSLS00000103	MCBA		05/31/1999	FINANCE CHARGE	$0.00	$0.00	$12,132.88	$12,132.88
Open	FIN	10147		06/30/1999	RMSLS00000103	MCBA		06/30/1999	FINANCE CHARGE	$0.00	$0.00	$12,132.97	$12,132.97
Open	FIN	10245		07/31/1999	RMSLS00000103	MCBA		07/31/1999	FINANCE CHARGE	$0.00	$0.00	$12,140.08	$12,140.08
Open	FIN	10335		08/31/1999	RMSLS00000103	MCBA		08/31/1999	FINANCE CHARGE	$0.00	$0.00	$12,076.97	$12,076.97
Open	FIN	10420		09/30/1999	RMSLS00000103	MCBA		09/30/1999	FINANCE CHARGE	$0.00	$0.00	$13,334.06	$13,334.06
Open	FIN	10514		10/31/1999	RMSLS00000103	MCBA		10/31/1999	FINANCE CHARGE	$0.00	$0.00	$16,105.12	$16,105.12
Open	FIN	10611		11/30/1999	RMSLS00000103	MCBA		11/30/1999	FINANCE CHARGE	$0.00	$0.00	$16,099.12	$16,099.12
Open	FIN	7462		08/31/1997	RMSLS00000103	MCBA		08/31/1997	FINANCE CHARGE	$0.00	$0.00	$1,259.86	$1,179.86
Open	FIN	7608		09/30/1997	RMSLS00000103	MCBA		09/30/1997	FINANCE CHARGE	$0.00	$0.00	$1,260.80	$1,260.80
Open	FIN	7743		10/31/1997	RMSLS00000103	MCBA		10/31/1997	FINANCE CHARGE	$0.00	$0.00	$1,700.34	$1,700.34
Open	FIN	7880		11/30/1997	RMSLS00000103	MCBA		11/30/1997	FINANCE CHARGE	$0.00	$0.00	$1,750.27	$1,750.27
Open	FIN	8010		12/31/1997	RMSLS00000103	MCBA		12/31/1997	FINANCE CHARGE	$0.00	$0.00	$1,920.51	$1,920.51
Open	FIN	8142		01/31/1998	RMSLS00000103	MCBA		01/31/1998	FINANCE CHARGE	$0.00	$0.00	$1,920.51	$1,920.51
Open	FIN	8284		02/28/1998	RMSLS00000103	MCBA		02/28/1998	FINANCE CHARGE	$0.00	$0.00	$1,920.51	$1,920.51
Open	FIN	8415		03/31/1998	RMSLS00000103	MCBA		03/31/1998	FINANCE CHARGE	$0.00	$0.00	$1,927.70	$1,927.70
Open	FIN	8544		04/30/1998	RMSLS00000103	MCBA		04/30/1998	FINANCE CHARGE	$0.00	$0.00	$1,927.70	$1,927.70
Open	FIN	8679		05/31/1998	RMSLS00000103	MCBA		05/31/1998	FINANCE CHARGE	$0.00	$0.00	$1,715.56	$1,715.56
Open	FIN	8811		06/30/1998	RMSLS00000103	MCBA		06/30/1998	FINANCE CHARGE	$0.00	$0.00	$8,903.42	$8,903.41
Open	FIN	8942		07/31/1998	RMSLS00000103	MCBA		07/31/1998	FINANCE CHARGE	$0.00	$0.00	$9,092.11	$9,092.11

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Customer ID: [illegible]

User ID: bards

Origin	Type	Doc Date	Document Number	Description	Check Number	Due Date	Discount Amount	Audit Trail Code	Writeoff Amount	Batch ID	Currency ID	Document Amount	Amount Remaining
Open	FIN	08/31/1998	9067	FINANCE CHARGE		08/31/1998	$0.00	RMSLS00000103	$0.00	MCBA		$8,692.39	$8,692.39
Open	FIN	09/30/1998	9187	FINANCE CHARGE		09/30/1998	$0.00	RMSLS00000103	$0.00	MCBA		$9,160.70	$9,160.70
Open	FIN	10/31/1998	9312	FINANCE CHARGE		10/31/1998	$0.00	RMSLS00000103	$0.00	MCBA		$11,063.79	$11,063.79
Open	FIN	11/30/1998	9436	FINANCE CHARGE		11/30/1998	$0.00	RMSLS00000103	$0.00	MCBA		$11,368.54	$11,368.54
Open	FIN	12/31/1998	9567	FINANCE CHARGE		12/31/1998	$0.00	RMSLS00000103	$0.00	MCBA		$11,325.72	$11,325.72
Open	FIN	01/31/1999	9687	FINANCE CHARGE		01/31/1999	$0.00	RMSLS00000103	$0.00	MCBA		$11,370.22	$11,370.22
Open	FIN	02/28/1999	9788	FINANCE CHARGE		02/28/1999	$0.00	RMSLS00000103	$0.00	MCBA		$11,753.37	$11,753.37
Open	FIN	03/31/1999	9882	FINANCE CHARGE		03/31/1999	$0.00	RMSLS00000103	$0.00	MCBA		$12,116.64	$12,116.64
Open	FIN	04/30/1999	9971	FINANCE CHARGE		04/30/1999	$0.00	RMSLS00000103	$0.00	MCBA		$12,116.64	$12,116.64
Open	FIN	05/11/2001	FCHRG000000000256	May 2001 Finance Charge		05/11/2001	$0.00	RMSLS00001537	$0.00	RM FIN CHG10000		$18,472.73	$18,472.73
Open	FIN	06/07/2001	FCHRG000000000884	June 2001 Finance Charge		06/07/2001	$0.00	RMSLS00001604	$0.00	RM FIN CHG10000		$18,449.85	$18,449.85
Open	FIN	07/12/2001	FCHRG000000001320	July 2001 Finance Charge		07/12/2001	$0.00	RMSLS00001688	$0.00	RM FIN CHG10000		$18,706.53	$18,706.53
History	CR	05/10/2001	19823CR	16766 April		05/10/2001	$0.00	RMSLS00001536	$0.00	DOVENET		-$877.54	$0.00
History	CR	06/12/2000	CREDT000000000010	Invoice 175111		06/12/2000	$0.00	RMSLS00000636	$0.00	CM 6/12/00		-$0.30	$0.00
History	CR	06/29/2001	CREDT000000000153			06/29/2001	$0.00	RMSLS00001685	$19.95	CONTRA-MAY		$0.00	$0.00
History	PMT	08/09/1999	MCBA352	LA LOCKBOX INVO	LA LOCKBOX INVO		$0.00	RMCSH00000066	$0.00	MCBA PAYMENTS		-$872.43	$0.00
History	PMT	07/20/1999	MCBA353	CHECK 491663 INVO	CHECK 491663 INVO		$0.00	RMCSH00000066	$0.00	MCBA PAYMENTS		-$226.75	$0.00
History	PMT	01/18/2000	MCBA354	LA LOCKBOX INVO	LA LOCKBOX INVO		$0.00	RMCSH00000066	$0.00	MCBA PAYMENTS		-$200.00	$0.00
History	PMT	07/30/1999	MCBA355	CHECK 73099 INVOI	CHECK 73099 INVOI		$0.00	RMCSH00000066	$0.00	MCBA PAYMENTS		-$6,030.78	$0.00
History	PMT	11/24/1999	MCBA356	LA LOCKBOX INVO	LA LOCKBOX INVO		$0.00	RMCSH00000066	$0.00	MCBA PAYMENTS		-$400.00	$0.00
History	PMT	08/26/1999	MCBA357	LA LOCKBOX INVO	LA LOCKBOX INVO		$0.00	RMCSH00000066	$0.00	MCBA PAYMENTS		-$3,151.21	$0.00
History	PMT	08/19/1999	MCBA358	LA LOCKBOX INVO	LA LOCKBOX INVO		$0.00	RMCSH00000066	$0.00	MCBA PAYMENTS		-$500.00	$0.00
History	PMT	07/23/1999	MCBA359	LA LOCKBOX 493634	LA LOCKBOX 493634		$0.00	RMCSH00000066	$0.00	MCBA PAYMENTS		-$1,177.75	$0.00
History	PMT	07/16/1999	MCBA360	CHECK 716 INVO	CHECK 716 INVO		$0.00	RMCSH00000066	$0.00	MCBA PAYMENTS		-$478.46	$0.00
[illegible]	PMT	09/14/1998	MCBA361	NSF CHECK 5112 INVO	NSF CHECK 5112 INVO		$0.00	RMCSH00000066	$0.00	MCBA PAYMENTS		$40,000.00	$40,000.00
History	PMT	10/18/1999	MCBA362	LA LOCKBOX INVO	LA LOCKBOX INVO		$0.00	RMCSH00000066	$0.00	MCBA PAYMENTS		-$61.61	$0.00
History	PMT	07/29/1999	MCBA363	LA LOCKBOX INVO	LA LOCKBOX INVO		$0.00	RMCSH00000066	$0.00	MCBA PAYMENTS		-$165.35	$0.00

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Doc Date		**Description**		**Discount Amount**	**Writeoff Amount**	**Document Amount**	**Amount Remaining**
History	PMT	MCBA364	LA LOCKBOX	INVO	RMCSH00000066	MCBA PAYMENTS	
12/28/1999		LA LOCKBOX INVO		$0.00	$0.00	-$500.00	$0.00
History	PMT	MCBA365	LA LOCKBOX	INVO	RMCSH00000066	MCBA PAYMENTS	
07/27/1999		LA LOCKBOX INVO		$0.00	$0.00	-$152.46	$0.00
History	PMT	MCBA366	LA LOCKBOX	INVO	RMCSH00000066	MCBA PAYMENTS	
10/05/1999		LA LOCKBOX INVO		$0,00	$0.00	-$42.30	$0.00
History	PMT	MCBA367	LA LOCKBOX	INVO	RMCSH00000066	MCBA PAYMENTS	
12/30/1999		LA LOCKBOX INVO		$0.00	$0.00	-$925.38	$0.00
History	PMT	MCBA368	LA LOCKBOX	INVO	RMCSH00000066	MCBA PAYMENTS	
09/21/1999		LA LOCKBOX INVO		$0.00	$0.00	-$356.00	$0.00
History	PMT	PYMNT000000000984	1013781/BLOCKBUSTER		RMCSH00000087	CC 2/1/00	
02/01/2000		Plaza Lockbox 531899		$0.00	$0.00	-$1.438.32	$0.00
History	PMT	PYMNT000000001143	308123		RMCSH00000107	CC 2/29/00	
02/29/2000		LA Lockbox -Valley Media		$0.00	$0.00	-$12.50	$0.00
History	PMT	PYMNT000000001789	048981/33173		RMCSH00000141	CC 3/6/00	
05/15/2000		LA Lock Box		$0.00	$0.00	-$82.28	$0.00
History	PMT	PYMNT000000001827	2003429480		RMCSH00000144	CC 3/09/00	
03/09/2000		L.A. Lock box		$0.00	$0.00	-$42.98	$0.00
History	PMT	PYMNT000000001860			RMCSH00000147	CC 3/13/00	
03/13/2000		L.A. Lock box		$0.00	$0.00	-$0.50	$0.00
History	PMT	PYMNT000000001913	2912		RMCSH00000146	CC 3/20/00	
03/20/2000		L.A. Lock box		$0.00	$0.00	-$260.71	$0.00
History	PMT	PYMNT000000002776	309447		RMCSH00000216	CC 4/10/00	
04/10/2000				$0.00	$0.00	-$0.50	$0.00
History	PMT	PYMNT000000002783	019205		RMCSH00000219	CC 4/05/00	
04/05/2000				$0.00	$0.00	-$22.80	$0.00
History	PMT	PYMNT000000002787	019821		RMCSH00000217	CC 4/28/00	
04/28/2000				$0.00	$0.00	-$399.45	$0.00
History	PMT	PYMNT000000003425	19989		RMCSH00000251	CC 5/02/00	
05/02/2000				$0.00	$0.00	-$2.748.75	$0.00
History	PMT	PYMNT000000003486	410030		RMCSH00000254	CC 5/08/00	
05/08/2000				$0.00	$0.00	-$33.14	$0.00
History	PMT	PYMNT000000003541	023156		RMCSH00000261	CC 5/16/00	
05/16/2000		Library Video Company		$0.00	$0.00	-$543.13	$0.00
istory	PMT	PYMNT000000003554			RMCSH00000270	CC 5/12/00	
05/12/2000				$0.00	$0.00	-$150.00	$0.00
istory	PMT	PYMNT000000004179	50098		RMCSH00000299	CC 6/01/00	
06/01/2000		Movies Unlimited		$0.00	$0.00	-$329.82	$0.00
istory	PMT	PYMNT000000004189	413219		RMCSH00000311	CC 6/05/00	
06/05/2000		Playboy Enterprises		$0.00	$0.00	-$37.21	$0.00
istory	PMT	PYMNT000000004214	310558		RMCSH00000302	CC 6/07/00	
06/07/2000		Valley Media, Inc.		$0.00	$0.00	-$175.50	$0.00
istory	PMT	PYMNT000000004230	11242562		RMCSH00000303	CC 6/12/00	
06/12/2000		Baker & Taylor		$0.00	$0.00	-$6.375.90	$0.00
story	PMT	PYMNT000000004270			RMCSH00000317	CC 6/20/00	
06/20/2000		Cannot find back-up		$0.00	$0.00	-$148.78	$0.00
story	PMT	PYMNT000000004311	056462		RMCSH00000312	CC 6/26/00	
06/26/2000		Music In Motion, Inc.		$0.00	$0.00	-$62.25	$0.00
story	PMT	PYMNT000000004340	0080250		RMCSH00000310	CC 6/15/00	
06/15/2000		Chappaqua Central School Dist		$0.00	$0.00	-$4.36	$0.00
story	PMT	PYMNT000000004394			RMCSH00000318	CC 6/23/00	
06/23/2000		No back-up		$0.00	$0.00	-$125.00	$0.00
story	PMT	PYMNT000000004997	311220		RMCSH00000350	CC 7/10/00	
07/10/2000		Valley Media		$0.00	$0.00	-$0.50	$0.00

TRANSACTION BY CUSTOMER INQUIRY REPORT
Receivables Management

Customer ID: 124217

Origin	Type	Document Number	Check Number	Due Date	Audit Trail Code	Batch ID	Currency ID
Doc Date		Description		Discount Amount	Writeoff Amount	Document Amount	Amount Remaining
History	PMT	PYMNT000000005055			RMCSH00000363	CC 7/20/00	
07/20/2000				$0.00	$0.00	-$25,000.00	$0.00
History	PMT	PYMNT000000005090			RMCSH00000368	CC 7/24/00	
07/24/2000		Unable to locate check		$0.00	$0.00	-$115.44	$0.00
History	PMT	PYMNT000000005204	024694		RMCSH00000370	CC 7/6/00	
07/06/2000		Library Video Company		$0.00	$0.00	-$64.93	$0.00
History	PMT	PYMNT000000005220	050524		RMCSH00000379	LB 7/07/00	
07/07/2000		Movies Unlimited		$0.00	$0.00	-$22.57	$0.00
History	PMT	PYMNT000000005581	050864		RMCSH00000395	CC08/01/00	
08/01/2000		Movies Unlimited Inv. 253		$0.00	$0.00	-$39.47	$0.00
History	PMT	PYMNT000000005619	0001470		RMCSH00000396	LB08/28/00	
08/28/2000				$0.00	$0.00	-$80.00	$0.00
History	PMT	PYMNT000000005818	311739/25632		RMCSH00000405	CC 08/04/00	
08/04/2000		Valley Media / Library Video		$0.00	$0.00	-$210.95	$0.00
History	PMT	PYMNT000000006049			RMCSH00000419	CC 08/22/00	
08/22/2000		Saban Int./N.V. Zurich		$0.00	$0.00	-$139.68	$0.00
History	PMT	PYMNT000000006050	51105		RMCSH00000419	CC 08/22/00	
08/22/2000		Movies Unlimited		$0.00	$0.00	-$23.04	$0.00
Open	PMT	PYMNT000000006893	0001496		RMCSH00000499	DT2 09/30/00	
09/30/2000				$0.00	$0.00	-$435.90	-$435.90
History	PMT	PYMNT000000006940	026583 / 423474		RMCSH00000505	CC 09/11/00	
09/11/2000		Library Video / Playboy Ent.		$0.00	$0.00	-$257.01	$0.00
History	PMT	PYMNT000000006974	312116		RMCSH00000510	CC 09/18/00	
09/18/2000		Valley Media, Inc.		$0.00	$0.00	-$0.50	$0.00
History	PMT	PYMNT000000007050	20781		RMCSH00000520	CC 09/27/00	
09/27/2000		Gateway Films		$0.00	$0.00	-$668.25	$0.00
istory	PMT	PYMNT000000007469	0001520		RMCSH00000548	LB 10/30/00	
10/30/2000				$0.00	$0.00	-$165.90	$0.00
istory	PMT	PYMNT000000007565	051607		RMCSH00000554	CC 10/04/00	
10/04/2000		Movies Unlimited		$0.00	$0.00	-$62.27	$0.00
istory	PMT	PYMNT000000007623	25077/25388/214192		RMCSH00000562	CC 10/11/00	
10/11/2000		(2) Global Video/Publishers C		$0.00	$0.00	-$898.88	$0.00
istory	PMT	PYMNT000000007671	21048/216141		RMCSH00000569	CC 10/24/00	
10/24/2000		Vision Video / Publishers Cle		$0.00	$0.00	-$2,829.00	$0.00
istory	PMT	PYMNT000000007693	028193		RMCSH00000571	CC 10/31/00	
10/31/2000		Library Video Company		$0.00	$0.00	-$31.28	$0.00
istory	PMT	PYMNT000000008460	0001547		RMCSH00000605	LB 11/30/00	
11/30/2000				$0.00	$0.00	-$52.95	$0.00
istory	PMT	PYMNT000000008702	027508		RMCSH00000625	CC 11/27/00	
11/27/2000		Global Video		$0.00	$0.00	-$33.75	$0.00
story	PMT	PYMNT000000008717	21239		RMCSH00000627	CC 11/21/00	
11/21/2000		Vision Video		$0.00	$0.00	-$1,123.00	$0.00
story	PMT	PYMNT000000008718	027387		RMCSH00000627	CC 11/21/00	
11/21/2000		Global Video, LLC		$0.00	$0.00	-$49.85	$0.00
story	PMT	PYMNT000000009243	0001570		RMCSH00000662	DT 12/30/00	
12/30/2000				$0.00	$0.00	-$55.85	$0.00
story	PMT	PYMNT000000009338	052374		RMCSH00000666	CC 12/06/00	
12/06/2000		Movies Unlimited		$0.00	$0.00	-$106.87	$0.00
story	PMT	PYMNT000000009339	029102		RMCSH00000666	CC 12/06/00	
12/06/2000		Library Video Company		$0.00	$0.00	-$71.07	$0.00
tory	PMT	PYMNT000000009453	026871		RMCSH00000680	CC 12/20/00	
2/20/2000		Global Video		$0.00	$0.00	-$126.67	$0.00
tory	PMT	PYMNT000000009452	029697		RMCSH00000681	CC 12/27/00	
2/27/2000		Library Video Company		$0.00	$0.00	-$50.47	$0.00

TRANSACTION BY CUSTOMER INQUIRY REPORT
Receivables Management

Page:
User ID: barbs

Customer ID: 124217

Origin	Type	Document Number	Check Number	Due Date	Audit Trail Code	Batch ID	Currency ID
Doc Date		**Description**		**Discount Amount**	**Writeoff Amount**	**Document Amount**	**Amount Remaining**
History	PMT	PYMNT000000009463	028021		RMCSH00000683	CC 12/28/00	
12/28/2000		Global Video LLC		$0.00	$0.00	-$40.26	$0.00
History	PMT	PYMNT000000009922	052740		RMCSH00000712	CC 01/10/01	
01/10/2001		Movies Unlimited		$0.00	$0.00	-$286.36	$0.00
History	PMT	PYMNT000000009934	028432		RMCSH00000715	CC 01/17/01	
01/17/2001		Global Video, LLC		$0.00	$0.00	-$100.10	$0.00
History	PMT	PYMNT000000009948	21541		RMCSH00000717	CC 01/22/01	
01/22/2001		Vision Video		$0.00	$0.00	-$675.00	$0.00
History	PMT	PYMNT000000010087	030562		RMCSH00000730	CC 01/31/01	
01/31/2001		Library Video Company		$0.00	$0.00	-$76.21	$0.00
History	PMT	PYMNT000000010142	0001594		RMCSH00000736	DT6 01/31/01	
01/31/2001				$0.00	$0.00	-$16.90	$0.00
History	PMT	PYMNT000000010642	053124		RMCSH00000773	CC 02/06/01	
02/06/2001		Movies Unlimited		$0.00	$0.00	-$103.46	$0.00
History	PMT	PYMNT000000010703	030874		RMCSH00000780	CC 02/14/01	
02/14/2001		Library Video Company		$0.00	$0.00	-$76.26	$0.00
History	PMT	PYMNT000000010751	031057		RMCSH00000784	CC 02/21/01	
02/21/2001		Library Video Company		$0.00	$0.00	-$78.44	$0.00
History	PMT	PYMNT000000010815	029247		RMCSH00000787	CC 02/27/01	
02/27/2001		Global Video		$0.00	$0.00	-$226.81	$0.00
History	PMT	PYMNT000000011376	053566		RMCSH00000819	CC 03/08/01	
03/08/2001		Movies Unlimited		$0.00	$0.00	-$335.28	$0.00
History	PMT	PYMNT000000012077	032123		RMCSH00000915	CC4 05/01/01	
05/01/2001		Library Video Company		$0.00	$0.00	-$110.93	$0.00
History	PMT	PYMNT000000012375	22299		RMCSH00000869	CC 04/25/01	
05/01/2001		Vision Video		$0.00	$0.00	-$673.00	$0.00
History	PMT	PYMNT000000012387	054240		RMCSH00000906	CC 04/26/01	
05/01/2001		Movies Unlimited		$0.00	$0.00	-$317.48	$0.00
History	PMT	PYMNT000000012388	030593		RMCSH00000906	CC 04/26/01	
05/01/2001		Global Video		$0.00	$0.00	-$217.68	$0.00
istory	PMT	PYMNT000000012733	033017		RMCSH00000903	CC 05/04/01	
05/04/2001		Library Video Company		$0.00	$0.00	-$207.44	$0.00
istory	PMT	PYMNT000000012734	030721		RMCSH00000903	CC 05/04/01	
05/04/2001		Global Video, LLC		$0.00	$0.00	-$109.81	$0.00
istory	PMT	PYMNT000000013209	22436		RMCSH00000951	CC 05/17/01	
06/01/2001		Vision Video		$0.00	$0.00	-$673.00	$0.00
istory	PMT	PYMNT000000013210	031259		RMCSH00000951	CC 05/17/01	
06/01/2001		Global Video		$0.00	$0.00	-$60.54	$0.00
story	PMT	PYMNT000000013211	054512		RMCSH00000951	CC 05/17/01	
06/01/2001		Movies Unlimited		$0.00	$0.00	-$454.93	$0.00
story	PMT	PYMNT000000013358	031392		RMCSH00000960	CC 05/29/01	
06/01/2001		Global Video, LLC		$0.00	$0.00	-$84.33	$0.00
story	PMT	PYMNT000000013668	033942		RMCSH00000975	CC 06/04/01	
06/04/2001		Library Video Company		$0.00	$0.00	-$16.45	$0.00
story	PMT	PYMNT000000013841	034254		RMCSH00000983	CC 06/14/01	
06/14/2001		Library Video Company		$0.00	$0.00	-$51.50	$0.00
story	PMT	PYMNT000000014127	034535		RMCSH00001004	CC 06/29/01	
07/01/2001		Library Video Company		$0.00	$0.00	-$152.33	$0.00
tory	PMT	PYMNT000000014251	22596		RMCSH00001011	CC 06/28/01	
07/01/2001		Vision Video		$0.00	$0.00	-$673.00	$0.00
tory	PMT	PYMNT000000014394	0320801		RMCSH00001026	CC 07/09/01	
7/09/2001		Global Video		$0.00	$0.00	$24.36	$0.00
tory	PMT	PYMNT000000014515	055158		RMCSH00001030	CC 07/19/01	
7/19/2001		Movies Unlimited		$0.00	$0.00	-$332.82	$0.00

Receivables Management

Customer ID 124217

Origin / Doc Date	Type / Description	Document Number	Check Number	Due Date / Discount Amount	Audit Trail Code / Writeoff Amount	Batch ID / Document Amount	Currency ID / Amount Remaining
History	PMT	PYMNT000000015283	035753		RMCSH00001068	CC 8/3/01	
08/03/2001	Library Video-Inv. 340/343			$0.00	$0.00	-$127.58	$0.00

Total Documents: 269

	Document Amount	Amount Remaining
Totals:	$1,324,861.56	$1,324,841.61

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
Receivables Management

Document Number	Type	Date	Amount	Discount	Writeoff	0-30 Days	31 - 60 Days	61 - 90 Days	91 and Over
Contact: Jerry Tartaglia			(610) 987-9451 Ext. 0000						
3			Totals: $1,870.98			$0.00	$1,870.98	$0.00	$0.00
4[illegible]7 PLAZA ENTERTAINMENT			Open Item		12/31/00				
User Defined 1: POC			Salesperson:		Territory:				
[illegible]234	SLS	6/30/00	$789.61						$789.61
[illegible]299	SLS	7/31/00	$778.69						$778.69
[illegible]	SLS	8/31/00	$1,209.78						$1,209.78
[illegible]20	SLS	9/29/00	$1,114.07						$1,114.07
[illegible]69	SLS	10/31/00	$927.66					$927.66	
[illegible]88	SLS	11/30/00	$787.54				$787.54		
[illegible]83	SLS	12/30/00	$874.98			$874.98			
175711	SLS	9/15/98	$66,031.68						$66,031.68
CREDT00000000010		6/12/00							-$0.30
MCBA[illegible]		8/4/99							[illegible]
MCBA[illegible]		7/20/99							-$226.[illegible]
MCBA[illegible]		1/18/00							-$5[illegible]
MCBA[illegible]		7/30/99							-$3,030.[illegible]
MCBA[illegible]		11/24/99							-$400.00
MCBA[illegible]		8/26/99							-$3,151.21
MCBA[illegible]		8/19/99							[illegible]
MCBA[illegible]		7/23/99							-$1,1[illegible]
MCBA[illegible]		7/16/99							-$479.46
MCBA[illegible]		10/18/99							[illegible]
MCBA[illegible]		7/29/99							-$155.38
MCBA[illegible]		10/28/99							-$500.05
MCBA[illegible]		7/27/99							[illegible]
MCBA[illegible]		10/5/99							-$[illegible]
MCBA[illegible]		12/30/99							-$[illegible]
MCBA[illegible]		9/21/99							[illegible]

pd DTG 1-31-01 $1690
pd CC 1-31-01 $76.21
pd CC 1-22-01 $675.00
pd CC 1-17-01 $100.10
pd CC 1-10-01 $286.36

EXHIBIT 2

[illegible] Management

Document Number	Type	Date	Amount	Discount	Writeoff	0-30 Days	31 - 60 Days	61 - 90 Days	91 and Over
PYMNT0000000[illegible]214		[illegible]							[illegible]
PYMNT0000000[illegible]230		[illegible]							-$6,375.[illegible]
PYMNT0000000[illegible]270		[illegible] 20/00							-$148.70
PYMNT[illegible]		[illegible]							[illegible]
PYMNT00000004340		6/15/00							-$4.36
PYMNT00000004394		6/29/00							-$125.00
PYMNT[illegible]4797		7/10/00							-$9.9[illegible]
PYMNT00000005055		7/20/00							-$25,000.00
PYMNT00000005090		7/24/00							-$115.44
PYMNT[illegible]5204		[illegible]							[illegible]
PYMNT00000005220		7/7/00							-$29.87
PYMNT00000005381		8/1/00							-$97.47
PYMNT[illegible]5818		8/4/00							[illegible]
PYMNT00000006049		8/22/00							-$137.68
PYMNT00000006050		8/22/00							-$23.04
PYMNT[illegible]		[illegible]							[illegible]
PYMNT00000006974		9/18/00							-$0.50
PYMNT00000007050		9/27/00							-$659.39
PYMNT[illegible]		10/30/00							[illegible]
PYMNT00000007565		10/4/00							-$62.27
PYMNT00000007623		10/11/00							-$898.86
PYMNT[illegible]		10/24/00							[illegible]
PYMNT00000007693		10/31/00							-$31.28
PYMNT00000008460		11/30/00							-$58.93
PYMNT[illegible]		[illegible]							[illegible]
PYMNT00000008717		11/21/00							-$1,123.00
PYMNT0000000[illegible]718		[illegible]							-$47.8[illegible]
PYMNT[illegible]		[illegible]							[illegible]
PYMNT[illegible]		[illegible]							-$108.[illegible]
PYMNT[illegible]		[illegible]							-$71.07
PYMNT[illegible]		[illegible]							[illegible]
PYMNT[illegible]		[illegible]							-$3[illegible]
PYMNT[illegible]		[illegible]							-$1[illegible]
[illegible]	[illegible]	[illegible]	$[illegible].66						[illegible]
[illegible]849	SLA	5/15/98	$27.75						[illegible]
[illegible]	SLS	[illegible]	$27.75						$2[illegible]
[illegible]	[illegible]	[illegible]	$44.00						[illegible]
[illegible]	[illegible]	[illegible]	$23.00						[illegible]

[illegible]	$23.06 ✓	[illegible]
[illegible]	[illegible] ✓	[illegible]
SLS [illegible]	$5,477.70 ✓	[illegible]
SLS 5/15/72	$11,469.37 ✓	$11,469.37
SLS 5/15/98	$316.48 ✓	$316.48
SLS 5/15/98	$597.02 ✓	$597.02
SLS 5/15/98	$1,251.36 ✓	$1,251.36

Account Type Aged As of

Document Number	Type	Date	Amount	Discount	Writeoff	0-30 Days	31 - 60 Days	61 - 90 Days	91 and Over
[illegible]877	SLS	5/15/98	$2,069.80 ✓						$2,069.[illegible]
[illegible]75882	SLS	5/15/98	$4,392.00 ✓						$4,392.[illegible]
[illegible]883	SLS	5/15/98	$15,367.42 ✓						$15,367.42
[illegible]884	SLS	5/15/98	$426.80 ✓						$426.[illegible]
[illegible]030	SLS	5/18/98	$3,437.33 ✓						$3,437.33
[illegible]031	SLS	5/18/98	$3,548.60 ✓						$3,548.60
[illegible]032	SLS	5/18/98	$2,684.29 ✓						$2,684.29
[illegible]645	SLS	5/27/98	$27.25 ✓						$27.25
[illegible]668	SLS	5/27/98	$46,097.91 ✓						$46,097.91
[illegible]512	SLS	5/27/98	$32,128.56 ✓						$32,128.[illegible]
[illegible]023	SLS	5/29/98	$15,150.77 ✓						$15,150.77
[illegible]025	SLS	5/29/98	$7,584.77 ✓						$7,584.77
[illegible]026	SLS	5/29/98	$5,875.77 ✓						$5,[illegible]
[illegible]027	SLS	5/29/98	$13,[illegible]24.77 ✓						$13,[illegible]24.77
[illegible]037	SLS	5/29/98	$5,757.26 ✓						$5,757.26
[illegible]041	SLS	[illegible]	$129,[illegible]7.09 ✓						[illegible]
[illegible]42	SLS	[illegible]	$4,[illegible]36.84 ✓						$4,[illegible]
[illegible]168	SLS	5/29/98	$9,[illegible]25.13 ✓						$9,[illegible]25.13
[illegible]186	SLS	5/29/98	$190.21 ✓						$1[illegible]
[illegible]373	SLS	[illegible]	$174.50 ✓						$174.[illegible]
[illegible]308	SLS	[illegible]	$5[illegible]4.[illegible] ✓						$5[illegible]4.[illegible]
[illegible]	[illegible]	[illegible]	[illegible] ✓						[illegible]

[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
SLS 6/26/98	$1,[illegible]3.12	$1,[illegible]
SLS [illegible]	$1,[illegible]	[illegible]
SLS 7/24/98	$13,352.56	$13,352.[illegible]
SLS 8/18/98	$443.75	$443.75
SLS 8/14/98	$775.60	$775.[illegible]

added follow-up – [illegible] necessary

Document Number	Type	Date	Amount	Discount	Writeoff	0-30 Days	31 - 60 Days	61 - 90 Days	91 and Over
[illegible]3063	SLS	8/31/98	$2,726.76 ✓						$2,7[illegible]
[illegible]3064	SLS	8/31/98	$78,007.69 ✓						$78,007.69
[illegible]3065	SLS	8/31/98	$6,758.68						$6,758.68
[illegible]3066	SLS	8/31/98	$1,061.65						$1,061.65
[illegible]3187	SLS	8/31/98	$16,161.58						[illegible]
[illegible]4458	SLS	9/30/98	$19.94 ✓						$19.94
184701	SLS	9/30/98	$77.80 ✓						$77.80
[illegible]4720	SLS	9/30/98	$101.31 ✓						$101.31
[illegible]4724	SLS	9/30/98	$10,433.16 ✓						$10,433.16
[illegible]5231	SLS	9/30/98	$6,492.53 ✓						$6,492.53
[illegible]5232	SLS	9/30/98	$14,054.[illegible] ✓						[illegible]
[illegible]5421	SLS	10/14/98	$13,870.49 ✓						$13,870.49
[illegible]5437	SLS	10/14/98	$217.25 ✓						$217.25
[illegible]	SLS	10/27/98	$2,199.72 ✓						[illegible]
[illegible]	SLS	10/27/98	$3,978.00 ✓						$3,978.00
[illegible]	SLS	10/27/98	$7.03 ✓						[illegible]
[illegible]	SLS	10/27/98	$64.25 ✓						[illegible]
[illegible]900	SLS	11/30/98	$172.25 ✓						$172.25
[illegible]910	SLS	11/30/98	$7,185.00 ✓						$7,185 [illegible]
[illegible]	SLS	11/30/98	$1,550.00 ✓						[illegible]
[illegible]913	SLS	11/30/98	$7,[illegible].82 ✓						$7,288.[illegible]
[illegible]	[illegible]	[illegible]	[illegible] ✓						[illegible]

added to new Invoice missing

[illegible]	[illegible]	[illegible]		
SLS	11/30/98	$5,[illegible].2[illegible]		
SLS	11/30/98	$500.00	[illegible]	$500.00
SLS	11/30/98	$1,752.50		$[illegible]
SLS	11/30/98	$5,024.40		$5,[illegible]
SLS	11/30/98	$2,650.07		$2,[illegible]

Account Type Aged [illegible]

Document Number	Type	Date	Amount	Discount	Writeoff	0-30 Days	31 - 60 Days	61 - 90 Days	91 and Over
[illegible]147	SLS	11/30/98	$4,992.56						[illegible]
[illegible]99148	SLS	11/30/98	$1,055.00						$1,055.00
[illegible]9182	SLS	11/30/98	$816.48						$816.48
[illegible]224	SLS	12/29/98	$440.00						$440.00
[illegible]0233	SLS	12/29/98	$220.00						$220.00
[illegible]0796	SLS	12/31/98	$2,306.53						$2,306.53
[illegible]1951	SLS	1/27/99	$21,433.38						$21,433.38
[illegible]71954	SLS	1/27/99	$72.00						$72.00
[illegible]1957	SLS	1/27/99	$825.00						$825.00
[illegible]1960	SLS	1/27/99	$850.75						$850.75
[illegible]1965	SLS	1/27/99	$2,362.64						$2,362.64
[illegible]2084	SLS	1/29/99	$4,676.58						$4,676.58
[illegible]2085	SLS	1/29/99	$11,069.58						$11,069.58
[illegible]3120	SLS	1/29/99	$30.06						[illegible]
[illegible]143	SLS	1/29/99	$1,[illegible]						$1,[illegible]
[illegible]	SLS	[illegible]	$1,[illegible]						[illegible]
[illegible]	SLS	1/29/99	$1,[illegible]						[illegible]
[illegible]791	SLS	2/11/99	$2,271.86						$2,271.86
[illegible]158	SLS	2/26/99	$1,849.02						[illegible]
[illegible]257	SLS	2/26/99	$1,047.50						[illegible]
[illegible]367	SLS	3/31/99	$1,082.91						$1,082.91
[illegible]	[illegible]	[illegible]	[illegible]						[illegible]

billed to
Glaxo receipt
Invalid Housing

[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	$4.22		[illegible]
[illegible]	$16.29		[illegible]
SLS 6/15/99	$2,560.67		$2,560.67
SLS 6/30/99	$19.50		[illegible]
SLS 7/26/99	$15.00		$15.00
SLS 7/30/99	$301.42		$301.42
SLS 8/25/99	$1,752.50		$1,752.50

Document Number	Type	Date	Amount	Discount	Writeoff	0-30 Days	31 - 60 Days	61 - 90 Days	91 and Over
[illegible]3837	SLS	8/25/99	$10,241.00						$10,241.00
[illegible]3838	SLS	8/25/99	$8,314.64						$8,314.64
[illegible]3839	SLS	8/25/99	$5,200.00						$5,200.00
[illegible]3840	SLS	8/25/99	$3,091.86						$3,091.86
[illegible]3841	SLS	8/25/99	$29,562.72						$29,562.72
[illegible]3842	SLS	8/25/99	$1,545.00						$1,545.00
[illegible]03843	SLS	8/25/99	$8,295.00						$8,295.00
[illegible]3844	SLS	8/25/99	$611.55						$611.55
[illegible]3848	SLS	8/25/99	$2,379.78						$2,379.78
[illegible]3851	SLS	8/25/99	$799.20						$799.20
[illegible]3855	SLS	8/25/99	$230.00						$230.00
[illegible]3859	SLS	8/25/99	$109.61						$109.61
[illegible]04203	SLS	8/30/99	$8,356.90						$8,356.90
[illegible]4235	SLS	8/30/99	$3,754.35						$3,754.35
[illegible]4236	SLS	8/30/99	$5,606.08						$5,606.08
[illegible]	SLS	8/31/99	$5,542.16						[illegible]
[illegible]	SLS	8/31/99	$15,452.88						$15,452.88
[illegible]4574	SLS	8/31/99	$23,408.18						$23,408.18
[illegible]	SLS	8/31/99	$105,608.25						$105,608.25
[illegible]	SLS	8/31/99	$22,756.00						$22,756.00
[illegible]	SLS	8/31/99	$1,324.17						$1,324.17

[illegible]	[illegible] ✓	[illegible]
[illegible]	[illegible] ✓	[illegible]
SLS 9/30/99	$1,555.67 ✓	[illegible]
SLS 10/31/99	$2,025.87 ✓	$2,025.87
SLS 11/29/99	$31.00 ✓	$31.00
SLS 12/10/99	$1,058.50 ✓	$1,058.50
SLS 12/31/99	$1,520.44 ✓	$1,520.44

Document Number	Type	Date	Amount	Discount	Writeoff	0-30 Days	31 - 60 Days	61 - 90 Days	91 and Over
[illegible]	SLS	1/31/00	$716.50						[illegible]
[illegible]679	SLS	2/29/00	$1,465.91						$1,465.91
[illegible]98	SLS	4/27/00	$1,246.86						$1,246.86
[illegible]	SLS	4/28/00	$820.14						$820.14
[illegible]39	SLS	5/31/00	$888.65						$888.65
[illegible]068	FIN	5/31/99	$12,132.88						$12,132.88
[illegible]147	FIN	6/30/99	$12,132.97						$12,132.97
[illegible]0245	FIN	7/31/99	$12,140.08						$12,140.08
[illegible]835	FIN	8/31/99	$12,076.97						$12,076.97
[illegible]20	FIN	9/30/99	$13,334.06						$13,334.06
[illegible]914	FIN	10/31/99	$16,105.12						$16,105.12
[illegible]611	FIN	11/30/99	$16,099.12						$16,099.12
[illegible]82	FIN	8/31/97	$1,259.88						[illegible]
PYMNT-0000005619		2/28/00							$60.00
[illegible]500	FIN	9/30/97	$1,260.80						[illegible]
[illegible]13	FIN	10/31/97	$1,700.34						$1,700.34
[illegible]	FIN	11/30/97	$1,750.27						[illegible]
[illegible]	FIN	12/31/97	$1,910.51						[illegible]
[illegible]42	FIN	1/31/98	$1,920.51						$1,920.51
[illegible]4	FIN	2/28/98	$1,920.51						[illegible]
[illegible]	FIN	3/31/98	$1,927.70						$1,927.70
[illegible]44	FIN	4/30/98	$1,927.70						$1,937.70
[illegible]	FIN	[illegible]	$1,[illegible]55						[illegible]

please recap wages w/ only 98's. There are included in The 4/30/98 aging

FIN [illegible]	[illegible]	[illegible]
FIN 6/30/98	$8,903.42	[illegible]
FIN 7/31/98	$9,092.11	$9,092.11
FIN 8/31/98	$8,892.39	[illegible]
FIN 9/30/98	$9,160.70	$9,160.70
FIN 10/31/98	$11,063.79	$11,063.79
FIN 11/30/98	$11,368.54	[illegible]

Document Number	Type	Date	Amount	Discount	Writeoff#	0-30 Days	31 - 60 Days	61 - 90 Days	91 and Over
[illegible]7	FIN	12/31/98	$11,325.72 ✓						[illegible]
[illegible]7	FIN	1/31/99	$11,370.22 ✓						[illegible]
[illegible]68	FIN	2/28/99	$11,753.37 ✓						$11,753.37
[illegible]9882	FIN	3/31/99	$12,116.64 ✓						$12,116.64
[illegible]71	FIN	4/30/99	$12,116.64 ✓						$12,116.64
[illegible]CBA361	PMT	9/14/98	$40,000.00			$40,000.00			
[illegible]MNT0[illegible]00006893	PMT	9/30/00	-$435.90			-$435.90			

Contact: [illegible] PARKINSON/SHARLEY (323) 852-1800 Ext. 0000
Terms: [illegible]
Limit:

Totals: $1,270,683.34	$40,439.08	$787.54	$927.46	$1,228,529.06

[illegible]18 PLEASANT HILL PRODUCTIONS **** Open Item 12/31/00
User Defined 1: Salesperson: Territory:

Document Number	Type	Date	Amount	0-30 Days	31 - 60 Days	61 - 90 Days	91 and Over
[illegible]794	SLS	10/20/00	$497.55			$497.55	
PYMNT000000007578		10/13/00				-$124.51	
PYMNT000000007658		10/25/00				-$373.00	

Contact: BRAD HARTER ******* (740) 593-6546 Ext. 0000
Terms: [illegible]
Limit:

Totals:	$19.84	$0.00	$0.00	$[illegible]	$[illegible]

[illegible] GARY PLAYER [illegible] Open Item 12/31/00
User Defined 1: Salesperson: Territory:

Document Number	Type	Date	Amount	91 and Over
[illegible]327	SLS	[illegible]	$1,117.32	$1,117.[illegible]
[illegible]	FIN	5/31/99	$16.76	$16.[illegible]
[illegible]148	FIN	6/30/99	$16.76	$16.[illegible]
[illegible]46	FIN	7/31/99	$16.76	$16.76
[illegible]	FIN	[illegible]	$16.76	

[illegible]16	FIN [illegible]	[illegible] 76	
[illegible]	FIN [illegible]	$16.76	$16.76
[illegible]482	FIN [illegible]	$16.76	[illegible]
[illegible]516	FIN 10/31/99	$16.76	$16.76
[illegible]	FIN 11/30/99	$16.76	$16.76
[illegible]43	FIN 7/31/98	$16.76	[illegible]
[illegible]68	FIN 8/31/98	$16.76	$16.76
[illegible]	FIN 9/30/98	$16.76	$16.76

WRS MOTION PICTURE
AND VIDEO LABORATORY
P.O. Box 360043
1000 Napor Blvd.
Pittsburgh, PA 15251-6043
Phone (412) 937-7700
FAX (412) 922-1020

· MOTION PICTURE DUPLICATING ·
· VIDEO DUPLICATING ·
· SOUND RECORDING STUDIO ·
· VIDEO TAPE/FILM FILM/VIDEO TAPE ·

Page 1

DATE OF INVOICE	INVOICE NUMBER
08/10/2001	22023
SALESMAN NO.	CUSTOMER NUMBER
WRS	124217

SOLD TO:

PLAZA ENTERTAINMENT
ATTN: ERIC PARKINSON
304 N EDINBURGH
LOS ANGELES, CA 90048

SHIP TO:

CUSTOMER ORDER NUMBER	OUR ORDER NUMBER	DATE SHIPPED	SHIPPED VIA
JULY 2001	18756	07/31/2001	NOT APPLICABLE

FILM TITLE

TERMS
Payment due 30 days from date of invoice. Past due invoices are subject to a 1 ½% per month interest charge which is an annual percentage charge of 18%.

NUMBER OF PRINTS/UNITS	LENGTH/UNIT	TOTAL UNITS/LENGTH	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Fulfillment Services: 7/1/01 To 7/31/01		
65			Warehouse Storage Charge - Per Pallet	10.00	650.00
1			800 Telephone Order Line	55.00	55.00
			Thank You		
			Balance Due		705.00

MEMBER
ACVL, AVDA, ITA, ITVA
NAPTE, SIVA, SMPTE, VSDA

WE CERTIFY THAT WE HAVE COMPLIED WITH ALL APPLICABLE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT OF 1938 AS AMENDED.

ALL SALES ARE SUBJECT TO PUBLISHED TERMS AND CONDITIC COPIES ARE AVAILABLE UPON REQU

ORIGINAL

EXHIBIT
"3"
tabbies

1000 Napor Blvd.
Pittsburgh, Pennsylvania 15205

(412) 922-7726

ACCOUNT APPLICATION

Applicant's Legal Name Plaza Entertainment, Inc. D.B.A. Family Universal Network

Street Address 304 N. Edinburgh

City/State/Zip Los Angeles CA 90048 Telephone # 213-852-1800 Fax # 213-852-1808

Parent: Co. ______ Address ______

Telephone # ______ Fax # ______

Type of Business

✓ Corporation ___ Non-Profit ___ Proprietorship ___ Partnership Fed. ID # 95-4580273

Year Incorporated March 15, 1996 State of Incorporation California Year Business Organized 1996

Is your business in good standing: Yes ✓ No ___

All tax reports required to be filed are current: ✓ Yes ___ No

PERSONAL INFORMATION ON PRINCIPAL OFFICERS, ALL GENERAL PARTNERS, OR ALL GUARANTORS. If additional space is required, please attach.

1 Name: Eric Parkinson Title: C.E.O. Social Security No.: 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
Home Address: 5025 Gloria Ave. City: Encino State: CA Zip: 91436 Home Phone No.: 818-907-1889

2 Name: Charles P. von Bernuth Title: C.O.O. 11875 PRADERA RD. CAMARILLO CA. 93012 Social Security No.: 805 50 491-88
Home Address: 11875 PRADERA RD City: CAMARILLO State: CA Zip: 93012 Home Phone No.: 805-491-8820

3 Name: John C. Herklotz Title: Chairman Social Security No.:
Home Address: 2322 "A" VIA DUEITA City: LAGUNA HILLS State: CA Zip: 92653 Home Phone No.: 714-454-0270

TRADE REFERENCES (unrelated to applicant or parent)

1 Name of Supplier: J.T. Packaging Street/P.O. Box: 10740 FRANCIS PL #348 City/State: LA. 90034 Telephone No.: 714-903-1636 Fax No.: Contact Person: John Tallarico

2 Name of Supplier: Disney Adventures Mag. Street/P.O. Box: City/State: Telephone No.: 310-204-4187 Fax No.: Contact Person:

3 Name of Supplier: Juniper Pictures Releasing Street/P.O. Box: 111 GREAT NECK RD #604 City/State: GREAT NECK, NY 11021 Telephone No.: 516-829-4670 Fax No.: -4691 Contact Person: Paul Hrejlovovic

LABORATORIES/VIDEO FACILITIES PREVIOUSLY USED

1 Name: Dubs, Inc. Street/P.O. Box: 1220 N. HIGHLAND City/State: CA 90038 Telephone #: 323-461-3721 Contact Person: Shelly Yaseen

2 Name: Edgewise Labs Street/P.O. Box: 5441 East LA Palma City/State: Anaheim Hills Telephone #: 714-693-7992 Contact Person: Marissa Chao

EXHIBIT 4 tabbies

EXHIBIT B tabbies

8-18-98

1 Bank of America - Century City 2049 Century Park East Los Angeles, CA 90067
Name of Bank/Branch Street/P.O. Box City/State

14179-00891 310-785-6054 Yolanda Velesquez
Chkg. Acct. # Loan Acct. # Telephone No. Contact Officer

2 Imperial Bank 9757 Wilshire Blvd. Beverly Hills, CA 90210
Name of Bank/Branch Street/P.O. Box City/State

60-081-131 310-417-5600 Patrick Lee
Chkg. Acct.# Loan Acct. # Telephone No. Contact Officer

TYPE OF PRODUCTIONS: Film ✓ Video ✓ Fulfillment ___
TV ✓ Theatrical ✓ Commercial ___ Educational ✓ Industrial ___ Defense ___ Miscellaneous ___

Estimated Maximum Dollar Requirements for 30 day period: $ 500,000

Sales Tax Exempt No. SRAS 97174917 State California

Have you or your company ever been involved in a bankruptcy or receivership? Yes ___ No ✓

The following financial information may be required to process your application should WRS not be able to obtain sufficient information from trade and bank references supplied. In order to facilitate credit approval inclusion of the following will expedite the credit process.

Corporation: Current interim and last two (2) years financial statements and/or federal income tax returns.
Partnership and Proprietorship: Last two (2) years federal income tax returns.

The above information is for the purpose of obtaining credit and is warranted to be true. I/we hereby authorize WRS to investigate the references listed pertaining to my/our credit and financial responsibility. And I/we authorize WRS to investigate any facts, or obtain and exchange reports regarding this application and/or resulting account with credit reporting agencies and others. Upon request I/we will be informed of each agency's name and address.

I have read, understood and agree to be bound by WRS's terms and conditions included as part of this application. I agree that all credit granted pursuant to the application shall be bound by these terms and conditions. Certifying that all the above information is true and correct as of this date. I understand that any credit now or hereafter given me is made upon the strength of the statements contained herein.

Date: 7-24-98

Applicant's Signature: [signature]

Title: ERIC PARKINSON, PRESIDENT, C.E.O.

TERMS & CONDITION
LI[illegible]TATIONS OF LIABILITY

Limitations of the Laboratory

This company respectfully points out that as its prices are never proportionate to value of the negatives, positives, video masters and other client property entrusted to it, Customer's property is received, developed, printed, duplicated and stored, etc. by this Company only at Customer's risk, and this Company does not accept any responsibility for any loss or damage to such material from any cause whatsoever. Customer should therefore, insure all products delivered to this Company against all risks. In no event, including negligence or gross negligence of this Company, shall this Company be liable for the loss or damage of any material delivered to it by or for the account Customer for any amount in excess of the replacement value of the raw film or tape stock involved.

This Company will exercise reasonable care and will exert its best efforts to produce high quality work hereunder, but does not make any warranty nor does it assume any responsibility as to the character or quality of the material or service to be furnished or provided by it hereunder, nor as to the results of any of its undertakings hereunder. Without limiting the foregoing in any particular, this Company shall not be liable for loss of any kind whatsoever due to delays or failure in performance caused directly or indirectly by Acts of God, strikes, fire, failure of transportation agencies, public enemy, the elements, war, insurrection, shortages of labor or material, Government regulation, damage or accident to machinery or equipment, electric power or other utility failures, injury or damage to, or loss of, films delivered to this Company by Customer, or any other cause.

Limitations of Warranties

THIS COMPANY GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, DESCRIPTION, QUALITY OR OTHERWISE WITH RESPECT TO THE DEVELOPMENT, PRINTING AND PROCESSING OF FILM, VIDEO TRANSFER, DUPLICATING OR PACKAGING AND OTHER SERVICES OR MATERIAL PROVIDED BY IT.

Laboratory Lien on Film or Tapes

In addition to any other liens or remedies given to this Company under applicable law or elsewhere in these conditions, this Company shall have a security interest in and a lien on all original material, dupes, prints, masters, dubs and other property of Customer as security for the payment of the services and materials furnished to Customer in connection with the particular film, tape or other property in custody of this Company but also on any other film, tape or property of Customer obtained either prior to or subsequent to this Company's acquisition or possession of the property upon which such security interest or lien is being asserted. Customer hereby agrees that this Company shall have all the rights of a secured creditor under Pennsylvania and other applicable law with respect to all film, tape and other property of Customer in possession of this Company.

The Customer agrees that if the Company shall have to enforce its rights under said lien, either the Company or any party acquiring ownership of such property at private or public sale shall have, and is hereby granted, a license under the underlying contracts and literary material of such films, to distribute, exhibit, televise and otherwise exploit such titles for its own account in any media.

The Company will store negatives and positives of films and videotapes during the time of production and release printing or dubbing and for a reasonable period thereafter, for up to six months after last release prints or dubs are made by Company. However, Customer acknowledges that Company is not a warehouse and that it is not economically feasible for, nor is it a proper function of the laboratory to provide storage for negatives or masters which are used only occasionally for libraries, reruns, etc., and therefore, it will be necessary to charge a monthly storage for all materials left with the Company beyond the primary manufacturing period.

Within thirty days after written notice from this company, Customer agrees to remove at its own expense, all extraneous elements contained in said notice from this Company. In the event the Customer fails to remove all or any part of said elements, this Company shall have the right to destroy or otherwise dispose of such elements without liability to customer or any other person. Customer hereby covenants and agrees to indemnify and hold this Company harmless from all liability arising out of or in connection with the destruction or disposition of any such titles or elements of same.

Customer agrees that failure to pay said incidental charge for storage and keeping shall give the Company a lien on the film, tape or other property for such charges and the right to sell the film to satisfy said lien and costs of sale pursuant to Pennsylvania Law.

[Re]moval of Left-[ov]er Films or [Ta]pe

The Customer agrees to remove from this Company's premises, all negative and positive outtakes, trims, and unused films, tape or other property in connection with each project produced by Customer within ninety days after the completion of said project, or within ninety days after the last work thereon in case production on said project is terminated, and further agrees that upon Customer's failure to do so, this Company may dispose of such outtakes, trims an unused material as it sees fit, including the destruction thereof. Customer agrees to indemnify and hold this Company harmless from all liabilities arising out of or in connection with this Company's disposition or destruction of such left-over material. Lab disposition of materials or communications may be to the last known address of Customer, in which case laboratory shall not be obligated to search further for Customer.

[La]boratory [Wa]rranty

Should a print or dub be found defective, or labeled or shipped in error, the Company will promptly replace or repair such defective product and/or correct an error in shipment at its expense, provided the defective print or dub is returned and written notice of such imperfection and/or error in labeling or shipment is given this Company within twenty days after shipment. But in no event shall this Company be liable for any consequential damages. Company's liability to Customer or any other person shall be limited to the replacement or repair of defective prints or dubs or the correction of such errors in shipment or labeling. A check-print or dub must be ordered by Customer from any duplicate negative, positive or master made. Video check dubs are also recommended to be viewed by the customer prior to making volume orders, so that the customer can be sure that the result meets their expectations. This Company will replace duplicate negatives, positives or submasters, etc., if WRS work is found to be defective by way of such check-print/dub.

Minimum and Special Prices

The per foot or per unit ch[illegible]s specified on the regular schedules are predicated [illegible]n a production basis and are calculated so as to give the Customer the best price possible on volume orders. Processing and operations on short lengths of film create special conditions which necessitate the establishment of minimum and/or additional charges as listed.

All prices are subject to any fluctuation in cost of raw material and labor, retroactive to effective date thereof and are subject to change without notice.

Standard Synchronization

Preprint material must be provided with standard leaders bearing clear and proper synchronization marks. Any errors in synchronization shall be the responsibility of the Customer. Customer agrees to indemnify and hold this Company harmless from all liability arising out of or in connection with errors in synchronization.

Old Negatives

Old or shrunken negatives, or those showing any unusual photographic or physical condition, breaking splices, etc., are accepted for printing with the understanding that a charge will be made for lost time and/or materials whether or not a satisfactory print is ultimately produced.

Customer understands and acknowledges that it is this Company's policy not to accept or process any nitrate material without our knowledge. Customer warrants that none of the film elements or film delivered to or stored with this Company contain or will ever contain nitrate, except with advance laboratory knowledge and written consent. Customer agrees to indemnify and hold this Company harmless from all liabilities arising out of or connected with any nitrate film elements or film for Customer or other persons delivered to or stored with Company by Customer with or without Company's consent.

Shipping, Handling Charges

All prices are F.O.B. this Company's laboratory where such work was done and are subject to any and all applicable state and local taxes. In the absence of any & insurance other instructions from the Customer, Company will make shipments via the carrier of its choice subject to that carriers standard insurance rate unless client specifically requests in writing additional insurance which in all cases is at Customer's expense.

Delivery of Film or Tapes

→ Any shipping dates or delivery dates given to Customer by this Company are approximate and for Customer rough guidance only if any conditions whatsoever arise which prevent compliance with delivery schedule, this Company shall not be liable to Customer or any other person or entity for any losses, damage, liability or delay in delivery nor for failure to give notice of delay and such delays shall not constitute grounds of cancellation or defense set off or counterclaim.

Customer Liability

This Company may refuse to print, process or make dubs without incurring any liability to Customer, any film or tape which this Company in its sole discretion deems unlawful, pornographic, degrading or which it deems as tending to incite prejudice or passion. Customer hereby agrees to indemnify and hold this Company harmless from all liability arising out of or in connection with publication, processing, distribution, exhibition or content of film, tapes, or other elements delivered to Company, including liability for libel, slander, invasion of privacy, defamation of character, violation of any patent, copyright, trademark or any other proprietary right. Customer agrees, upon written notice from this Company at Customer's sole cost and expense to promptly defend any claim, demand, action or preceding of whatsoever nature in any jurisdiction to which this Company may be a party or which it may be threatened to be made a party which involves or is based all or in any part on any liability which Customer has agreed to indemnify and hold this Company harmless under any provision of these conditions.

Ownership of Films or Tapes

Customer warrants that it is the sole owner of all films or tapes delivered to Company by Customer or for Customer's account for storage, developing, printing, processing or duplicating of any kind or for any other purpose. Customer warrants that it now and at all times while any such element is in possession of this Company will be the sole owner and proprietor of all necessary rights in connection with any such element, including without limitation the copyright of such film or tape, the music, motion picture, television, literary and dramatic rights. Customer warrants that the film and tapes delivered to or in possession of this Company are not subject to any security interest, assignment, lien or encumbrance of any person or company. As long as Customer is indebted to this Company or any films or tapes of Customer are in the custody or possession of this Company, Customer agrees not to pledge, hypothecate, assign or in any other manner encumber said film or films or any rights to said film or films without the prior written consent of this Company.

Terms of Payment

Customer agrees to pay Company for all services performed and materials supplied to Customer, within 30 days after such items are invoiced. Customer agrees to pay all costs and expenses incurred by Company in connection with the enforcement of any of the Company's rights hereunder, including Company's right to the collection from Customer of any sums due or to become due at any time from Customer. Included in the term "costs and expenses" customer agrees to pay actual attorney's fees which customer agrees shall be deemed to be fair and reasonable.

Any claims which Customer may have against Company for adjustment or which in any way would affect any invoice must be presented to Company in writing no later than thirty days from the date of the invoice in question. Customer hereby irrevocably waives any claim for any such adjustment or change or modification in any such invoice in which such claim is not presented in writing to Company within said thirty-day period.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT between WRS, Inc. ("WRS") and Plaza Entertainment, Inc. ("Plaza") and its principals--Eric Parkinson, Charles vonBernuth and Thomas Gehring, is made as of this 2nd day of October, 1998.

A. Plaza and WRS have an existing manufacturing and business relationship, and Plaza has an immediate need for (i) working capital financing ("Financing") and (ii) certain administrative services, including, generation of sales invoices, collection of accounts receivables, performance of general accounting and related record keeping functions, monitoring and maintenance of inventories of packaging, finished goods, returns processing and repackaging (collectively, the "Administrative Services").

B. Plaza also needs to purchase post production services and video dubs (copies) in the normal course of its business (collectively, "Production Services"), has been obtaining Production Services from WRS on an open account basis pursuant to that certain Credit Application given by Plaza to WRS and WRS' standard terms and conditions ("Standard Terms") of sale which are a part of the Credit Application. Plaza owes WRS approximately $685,379.88 as of August 31, 1998 (subject to review and verification thereof), plus applicable interest thereon, for Production Services previously performed by WRS (the "WRS Receivable").

C. WRS, to enhance and increase its business relationship with Plaza, Eric Parkinson, Charles vonBernuth and Tom Gehring, and protect its interest in the WRS Receivable, is willing to perform the Administrative Services and continue to perform Production Services for Plaza on the terms and conditions described in this Agreement (all invoices for Production Services performed by WRS after the date of this Agreement are referred to as "New Invoices").

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows.

Section 1. Administrative Services. Plaza hereby appoints and employs WRS as Plaza's exclusive agent to perform the Administrative Services for Plaza. WRS accepts said appointment and agrees to perform the Administrative Services for Plaza in accordance with the terms and conditions set forth in this Agreement. The performance of all activities by WRS, including the maintenance of all bank accounts relative to the Administrative Services, shall be as the agent of and for account of the Plaza. Plaza and WRS agree to arrange for a "lock box" or other similar arrangement with National Bank of Canada, its successor or other financial institution (the "Bank") for receipt of payment of Plaza's accounts receivable and distribution of such receipts in accordance with the terms of this Agreement. As compensation for the

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EXHIBIT "5"
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Administrative Services, Plaza shall pay to WRS a monthly fee (the "Monthly Fees") equal to the greater of (i) $5,000 or (ii) one percent of the aggregate amount invoiced by WRS for Production Services during such month (but not to exceed $20,000 per month). In addition, Plaza shall reimburse WRS for all out of pocket expenses incurred by it in the performance of the Administrative Services (but excluding any personnel costs). WRS shall provide Plaza with a monthly statement setting forth the fees and expenses incurred on behalf of Plaza during such month, each of which shall be paid directly by Plaza to WRS within 30 days of the statement date. In the event any invoice remains unpaid after 30 days, WRS shall have the right to instruct the Bank to make payment of such invoice to WRS from the funds in the lock box account.

Section 1.1 Distribution of Lockbox Funds. The parties agree that until such time as all amounts owed to WRS by Plaza are less than 60 days, WRS shall instruct the Bank to distribute the funds in the lockbox account on a weekly in accordance with the following procedures:

1. With respect to each payment made by a customer of Plaza which is received during such week, WRS shall match such payment to the WRS invoice to Plaza for the products which are the subject of such customer's payment. If the payment (i) relates to the WRS Receivable then WRS and Plaza shall instruct the Bank to distribute an amount equal to 50% of each such payment to WRS and (ii) (ii) relates to a New Invoice then WRS and Plaza shall instruct the Bank to distribute an amount equal to 30% of each such payment to WRS;

2. WRS shall instruct the Bank to distribute the remaining funds to Plaza or in accordance with Plaza's instructions.

It is the intention of the parties that the arrangement contemplated above will result in each New Invoice being paid in full within 60 days of the date of such invoice. To the extent that New Invoices are not kept current under the distribution arrangement set forth above the parties agree to negotiate in good faith an appropriate distribution arrangement which will keep Plaza current on New Invoices; provided however in no event shall any New Invoice remain unpaid for more than 89 days after the date of such New Invoice.

Section 1.2 Incentive. As an incentive to foster the business relationships contemplated by this Agreement and to provide financial assistance to Plaza, WRS agrees to provide Plaza a credit against the WRS Receivable equal to fifty cents on the first 300,000 dubs that WRS produced for Plaza, such credit to be applied on the first anniversary of this Agreement or such earlier date as Plaza shall become current on all outstanding invoices from WRS; provided, however, such credit shall only be made if Plaza has fully complied with the terms of this Agreement.

Section 2 WRS' Internet Web Site. WRS agrees to place all of Plaza's titles, including the Hemdale titles, on WRS' Internet Web Site at full retail prices to obtain additional marketing exposure for Plaza.

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Section 3 Assistance. WRS agrees to assist Plaza in its efforts to obtain adequate and appropriate financing with National Bank of Canada and/or other entities WRS deems appropriate, by effecting introductions to such entities, and if required, by partially subordinating its security interests in the WRS Receivable provided that the proceeds of such financing are used to satisfy a portion of such Receivable. Any resultant financing will be subject to Plaza's approval. It is mutually agreed that Plaza and its principals, Eric Parkinson, Charles vonBernuth and Tom Gehring (collectively, the "Principals"), will execute such documents as are required to accomplish the foregoing and to confirm that WRS shall have a security interest in all proceeds from all business activities of Plaza from any and all sources (excluding video kiosks), and/or any future entity WRS may designate to perform this function by until further notice; provided, however, that at such time as Plaza shall be current on payment of all invoices, the security interest in proceeds granted to WRS under this Section shall be limited to the proceeds of Plaza's distribution activities in the United States.

Section 4 Production Services. Plaza agrees that WRS shall have the sole and exclusive rights to perform Production Services for Plaza for all videos to be distributed in the United States, and WRS agrees to perform such Production Charges for Plaza in accordance with the current prices between WRS and Plaza in effect (copy attached) and reviewed annually. All other WRS services not listed that Plaza requires will be discounted 25% from WRS' then published prices. Plaza further agrees that WRS shall be its exclusive supplier of dubs and all of those other services WRS routinely provides for Plaza's product delivery to its domestic and international clients.

Section 5 Term This Agreement shall remain in effect until such time as the WRS Receivable and New Invoices shall have been paid in full. Thereafter, either party shall have the right to terminate this Agreement by giving the other party ninety days' written notice of termination. In the event of price disagreements at any annual price renegotiation contemplated in Section 4, WRS shall have the right of first refusal, but not the obligation to match any bona fide written competitive offers made by other first class laboratory facilities. It is mutually agreed that any such price reductions shall be correspondingly matched with the caliber and quality of workmanship and materials as are being offered by the competitive laboratory.

Section 6 Security Interest; Financial Information; Guaranty. Plaza hereby acknowledges that Plaza has granted WRS a security interest in certain collateral (the "Collateral") described in the UCC-1 Financing Statements previously filed with the Secretaries of State of California and Pennsylvania, copies of which are is attached to this Agreement, and agrees that it shall execute such documents as may be reasonable required by WRS to maintain the effectiveness of such filings and to protect WRS' interest in such Collateral to the extent reflected on such Financing Statements. In addition, Plaza shall provide WRS and/or National Bank of Canada with all such financial information concerning Plaza as WRS and/or National Bank of Canada shall reasonably request in order that WRS and/or National Bank of Canada can monitor Plaza's financial position and WRS can provide such administrative assistance as Plaza may from time to time require. In the event of a breach by Plaza of any of the terms of this Agreement or in the event Plaza shall become insolvent, WRS shall have the right to exercise

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any and all remedies as a secured creditor provided by provisions of the Uniform Commercial Code in effect where such Collateral is located. As a further inducement to WRS to enter into this Agreement, each of the Principals hereby guaranties the performance by Plaza of its obligations under the terms of this Agreement, including the payment of the WRS Receivable and New Invoices, and any other charges, expenses (including reasonable attorney's fees) and costs reasonably incurred by WRS in any proceeding to enforce any of the terms of this Agreement (collectively, the "Collection Expenses")

Section 7 Acknowledgements. The parties acknowledge and agree that this Agreement is intended to set forth the parameters of a working relationship which will promote their individual interests and to provide with WRS with incentives to continue to perform Production Services for Plaza. Accordingly, the parties agree to negotiate in good faith to establish the procedures necessary, and to execute any and all documents and further agreements that may be reasonably required, to more fully implement the terms of this Agreement.

Plaza Entertainment

By____________________ ____________________
Title: Witness

____________________ ____________________
Tom Gehring, Principal Witness

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Charles vonBernuth, Principal Witness

____________________ ____________________
Eric Parkinson, Principal Witness

WRS, Inc.

By____________________
Title:

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Plaza Entertainment

By____________________ ____________________
Title: Witness

____________________ ____________________
Tom Gehring, Principal Witness

____________________ ____________________
Charles vonBernuth, Principal Witness

____________________ ____________________
Eric Parkinson, Principal Witness

WRS, Inc.

By Joseph M. Aurich for F. Jack Napor
Title: C.F.O.